

IP VPN Dedicated Services
Service Level Agreement

1. Service Level Agreement Categories

Company offers the following Service Level Agreements (collectively, the "SLAs") for Customer's IP VPN Dedicated Service and Local Access provided by the Company Network as defined below (referred to herein as "IP VPN Dedicated"). Capitalized terms that are not defined in Section 7: Terms and Definitions are defined pursuant to Customer's Company Customer Agreement.

VPN Availability	Service Installation Interval ("SII")
VPN Latency	IP Network Latency
Time to Repair ("TTR")	IP Network Packet Delivery
Proactive Outage Notification ("PON")	Denial of Service ("DoS")
	DSL Service SLAs

2. Qualifications

2.1 Basic Eligibility for all SLAs

2.1.1 To be eligible for SLAs, Customer must:

2.1.1.1 enable Company to have access to an exclusive analog connection for each site for the OOB Modem servicing that site;

2.1.1.2 maintain at least one Technical Point of Contact ("TPOC") for each site;

2.1.1.3 maintain at least one Outage Contact for each site; and

2.1.1.4 maintain at least three sites in the regions covered by this SLA for each VPN or logical VPN.

2.1.2 Additional Qualifications for VPN Availability and VPN Latency SLAs

2.1.2.1 VPN Latency SLAs will be calculated for each logical VPN. Availability SLAs are calculated for each site.

2.1.2.2 VPN Latency and VPN Availability SLAs are only applicable if Customer's Measured Use Level for each site's IP VPN Dedicated Access circuit is less than or equal to 50% of the total bandwidth capacity for such IP VPN Dedicated Access circuit.

a. If the Measured Use Level at a site is over 50% bandwidth for any two consecutive months, Company shall notify the Customer by providing reports at Verizon Business Customer Center. Each site's Measured Use Level will be reported within five (5) days of the end of each month.

b. If the Customer does not order a capacity upgrade within 30 days of the date of the second consecutive month's notification, then Company has the option to deny VPN Latency credits to the Customer for the remainder of the Service Term for that site. If the affected site is part of a fully meshed topology logical VPN or the hub of a hub-and-spoke topology logical VPN, then Company has the option to deny VPN Availability and VPN Latency credits for the remainder of the Service Term for all sites within the affected logical VPN.

2.1.3 Definition of SLA Regions and other Factors. The applicable service levels are determined by: i) the location of a site, ii) whether transport connectivity is provided by MCI Communications Services, Inc. d/b/a Verizon Business Services; MCI metro Access Transmission Services, LLC d/b/a Verizon Access Transmission Services; MCI metro

Access Transmission Services of Virginia, Inc. d/b/a Verizon Access Transmission Services of Virginia; and MCImetro Access Transmission Services of Massachusetts, Inc. d/b/a Verizon Access Transmission Services of Massachusetts (collectively, the "Company Network"), Other Company Networks or an approved 3rd Party Network, each as defined below, and iii) the type of transport. All SLAs provided herein are only for the Company Network except where noted.

Other Company Networks -- Company Dedicated Internet Access, Dedicated Internet Access National, or CrossRoads.

3rd Party Network – Transport services from third parties that are approved by Company service levels. The current approved 3rd Party Network providers are AT&T, Sprint, SBC, Bellsouth, Qwest, Equant, British Telecom, Deutsche Telekom, and NTT. Other network providers may be approved on a case by case basis. Only 3rd Party Network sites with dedicated access circuits (e.g. T1, E1, etc.) in the U.S., Global Tier A or Global Tier B are supported under this SLA.

2.1.3.1 The Availability, Proactive Notification, Time to Repair, Denial of Service and Service Installation Interval SLAs are divided into three geographic regions: U.S. Mainland, Global Tier A, and Global Tier B, as described below.

2.1.3.1.1 U.S. Mainland.

2.1.3.1.2 Global Tier A - Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Finland, France, Germany, Greece, Hong Kong, Hungary, Ireland, Italy, Japan, Luxembourg, Netherlands, Norway, Portugal, Singapore, South Korea, Spain, Sweden, Switzerland, Taiwan, and United Kingdom.

2.1.3.1.3 Global Tier B - Argentina, Brazil, Chile, Mexico, Panama, Puerto Rico, and Venezuela.

2.1.3.2 The VPN Latency and VPN Packet Loss SLAs are divided into four different geographic regions. The location of a site will determine the applicable SLA for that site.

2.1.3.2.1 North America - the U.S. Mainland and Canada.

2.1.3.2.2 EMEA - Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, and United Kingdom.

2.1.3.2.3 Asia Pacific - Australia, Hong Kong, Japan, Singapore, South Korea and Taiwan.

2.1.3.2.4 Latin America - Argentina, Brazil, Chile, Mexico, Panama, Puerto Rico, and Venezuela.

2.1.3.3 The IP Latency, IP Packet Loss SLAs are divided into the geographic regions noted within the Company SLA website at <http://www.verizonbusiness.com/terms> and are arranged by country under the SLA headings for Internet IP VPN Dedicated Access or Leased Line service. The location of a site will determine the applicable SLAs for that site.

2.1.3.4 DSL access SLAs are only available for sites located in the U.S. Mainland using Company Internet DSL and Cable Service. VPN Availability (without diverse backup) is the only availability SLA option provided only for DSL sites.

3. SLA Metrics

3.1 Availability, Proactive Notification, Time to Repair, Denial of Service and Service Installation Interval.

Service Level Agreements	U.S. (except Other Company Networks and 3rd Party Networks)	Global Tier A: Company Network, Other Company Networks, & 3rd Party Network	Global Tier B: Company Network, Other Company Networks, & 3rd Party Network	U.S.: Other Company Networks & 3rd Party Network
VPN Availability (with dual routers/dual circuits)	100%	100%	100%	100%
VPN Availability (With diverse back-up)	99.95%	99.95%	99.95%	99.95%
VPN Availability (Without diverse back-up)	99.8%	99.8%	99.8%	99.8%
VPN Availability (with DSL sites)	99.0%	N/A	N/A	N/A
Proactive Outage Notification ("PON")	15 minutes	15 minutes	15 minutes	15 minutes
Time to Repair ("TTR") – IP VPN Dedicated Access Sites	3.5 Hours	4 Hours	6 Hours	4 Hours
Time to Repair ("TTR") – DSL Sites	8 Hours	N/A	N/A	N/A
Service Installation Interval ("SII")	Yes	No	No	No
IP Network Latency	Yes	Yes (Company network only except Other Company Networks)	Yes (Company network only except Other Company Networks)	No
IP Network Packet Delivery	Yes	Yes	Yes	No
Denial of Service ("DoS")	Yes	No	No	No

3.2 VPN Latency

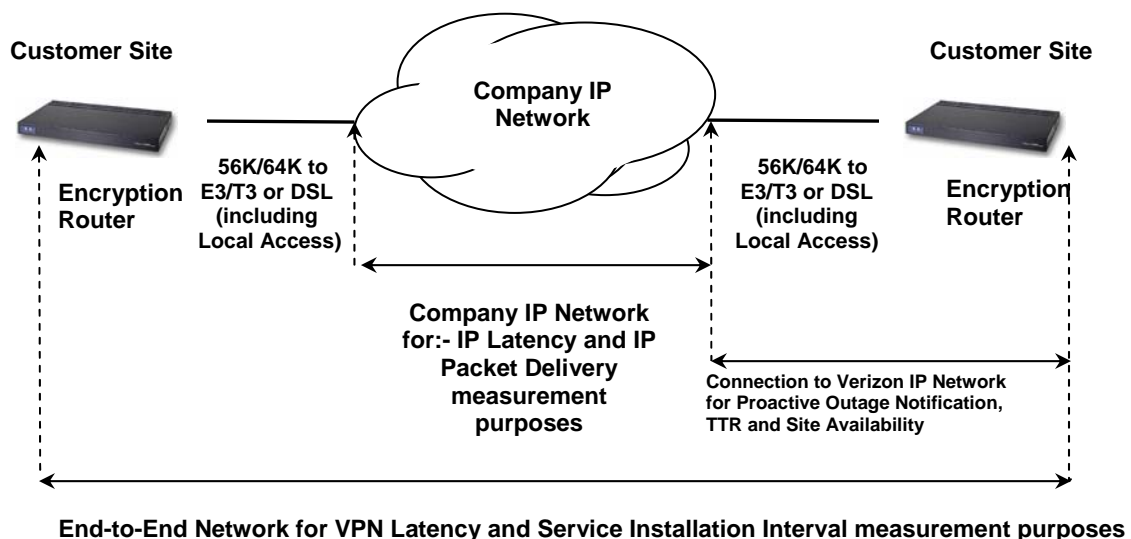
	EMEA	North America*	Asia Pacific	Latin America
EMEA	90 ms	250 ms	250 ms	250 ms
North America*	250 ms	90 ms	250 ms	250 ms
Asia Pacific	250 ms	250 ms	200 ms	250 ms
Latin America	250 ms	250 ms	250 ms	200 ms

Logical VPNs in 3-4 regions	250 ms
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*The Latency SLA for North America-North America sites also includes sites using DSL Office and DSL Office Enhanced, but not 3rd Party Network sites.

4. Definition of Standard SLA Parameters

4.1 End-to-End VPN Network Diagram



4.2 VPN Availability

4.2.1 Definition. VPN Availability is the total number of minutes in a calendar month during which a specific site is available to exchange data between other sites through the IP Network, divided by the total number of minutes in a thirty (30) day month. VPN Availability measurements are calculated based on Trouble Ticket time documentation for Network Outages.

Higher VPN Availability SLAs are available for sites with any of the following Backup Services, provided that Backup Services are in compliance with the Agreement requirements:

4.2.1.1 Backup Service without redundant Customer premises equipment ("CPE") (e.g., Single CPE Shadow Service) at diverse network IP VPN POPs. If the redundant circuit is from a 3rd Party Network, Company must be the primary circuit provider, not the shadow circuit.

4.2.1.2 Backup Service with redundant CPE (e.g., Dual CPE Fail-Over Service) at diverse network IP VPN POPs. For instances where the redundant circuit is from a 3rd Party Network, Company must be the primary circuit provider if on circuit has been designated as a "failover" link.

4.2.2 Calculation

Monthly VPN Availability (%)=

$$\left(1 - \left(\frac{\text{Total minutes of site Network Outage per month}}{\text{Total minutes per month}} \right) \right) \times 100$$

4.2.3 Credits. The credit is based on percentage uptime achieved during the calendar month.

The following tables show the VPN Availability credit schedule.

US Network Availability (except Other Company Networks and 3rd Party Networks)					
Network Availability		Credits as % of Monthly Recurring Charge ("MRC")			
Availability %		Dual Router Dual Circuit	With Backup	Without Backup	With DSL Circuits
From	To				
100	99.95	15%	0%	0%	0%
99.94	99.8	15%	15%	0%	0%
99.79	99.0	15%	15%	15%	0%
Less than 98.99		15%	15%	15%	15%

Global Tier A: Company Network, Other Company Networks, and 3rd Party In-Footprint Network Availability					
Network Availability		Credits as % of MRC			
Availability %		Dual Router Dual Circuit	With Backup	Without Backup	With DSL Circuits
From	To				
100	99.95	15%	0%	0%	N/A
99.94	99.8	15%	15%	0%	N/A
Less than 99.79		15%	15%	15%	N/A

Global Tier B: Company Network, Other Company Networks, and 3rd Party In-Footprint Network Availability					
Network Availability		Credits as % of MRC			
Availability %		Dual Router Dual Circuit	With Backup	Without Backup	With DSL Circuits
From	To				
100	99.95	15%	0%	0%	N/A
99.94	99.8	15%	15%	0%	N/A
Less than 99.79		15%	15%	15%	N/A

US: Other Company Networks and 3rd Party Network Availability				
Network Outage Downtime	Credits as % of MRC			
Minutes	Dual Router Dual Circuit	With Backup	Without Backup	With DSL Circuits
Less than 99.79	15%	15%	15%	N/A

US 3rd Party Network Availability					
Network Availability		Credits as % of MRC			
Availability %		Dual Router Dual Circuit	With Backup	Without Backup	With DSL Circuits
From	To				
100	99.95	15%	0%	0%	N/A
99.94	99.8	15%	15%	0%	N/A
Less than 99.79		15%	15%	15%	N/A

4.3 VPN Latency

- 4.3.1 Definition. VPN Latency is the average packet round trip transmission time between Company managed encryption routers at the sites within a logical VPN.
- 4.3.2 Calculation. VPN Latency is measured between Company managed encryption routers between each site within a logical VPN. To do this, test packets are sent at regular intervals between the Company managed encryption routers in each logical VPN and averaged over all Company managed encryption router pairs in that logical VPN over the calendar month.
- 4.3.3 Credits. A service credit of fifteen percent (15%) of the MRC for each site in a Logical VPN for the month in which this VPN Latency SLA was not met. The maximum service credit is fifteen percent (15%) for the MRC for any site even if that site is included in multiple Logical VPNs.

4.4 Time To Repair ("TTR") - T1 Access and Above

4.4.1 Definition

TTR is the time to resolve a Trouble Ticket during an Outage, on a per-site basis.

4.4.2 Service Level Agreement

4.4.2.1 The TTR SLA for U.S. is 3.5 hours (except Other Company Networks. For Global Tier A, Other Company Networks and 3rd Party Network sites the TTR SLA is four (4) hours.

Sites located more than a sixty (60) mile (eighty (80) kilometer) radius from a Company Data Maintenance – Network spares depot) are excluded from the SLA. Company's objective for sites beyond the specified radius will be to resolve Trouble Tickets within 24 hours. Spares depot locations are available upon request from your Company Account Manager.

4.4.2.2 The TTR SLA for Global Tier B sites, Other Company Networks and 3rd Party Network sites is six (6) hours.

Sites located more than a thirty-one (31) mile (fifty (50) kilometer) radius from a Company Data Maintenance – Network spares depot are excluded from the SLA. Company’s objective for sites beyond the specified radius will be to resolve Trouble Tickets within 24 hours.

4.4.2.3 The TTR SLA for U.S., Other Company Networks and 3rd Party Network sites is four (4) hours.

Sites located more than a sixty (60) mile (ninety-six (96) kilometer) radius from an Company Data Maintenance – Network spares depot are excluded from the SLA. Company’s objective for sites beyond the specified radius will be to resolve Trouble Tickets within 24 hours.

4.4.3 Calculation

TTR is calculated per Outage at a site over a calendar month.

4.4.4 Credits

Average Trouble Ticket Resolution Time		Credits as % of MRC			
From	To	U.S. (except Other Company Networks and 3rd Party Networks)	Global Tier A: Company Network, Other Company Networks, & 3rd Party Network	Global Tier B: Company Network, Other Company Networks, & 3rd Party Network	U.S.: Other Company Networks & 3rd Party Network
Hour:Min:Sec	Hour:Min:Sec	TTR	TTR	TTR	TTR
0:00:00	3:29:59	0	0	0	0
3:30:00	3:59:59	2%	0	0	0
4:00:00	5:59:59	2%	2%	0	2%
6:00:00 plus		2%	2%	2%	2%

4.5 TTR - Company Office or Office Enhanced DSL Access

4.5.1 Definition

TTR is the time to resolve a Trouble Ticket during an Outage, on a per-site basis.

4.5.2 Service Level Agreement

The TTR SLA for U.S. is 8 hours

Sites located more than a sixty (60) mile (eighty (80) kilometer) radius from a Company Data Maintenance – Network spares depot are excluded from the SLA. Company’s objective for sites beyond the specified radius will be to resolve Trouble Tickets within 48 hours.

4.5.3 Calculation

TTR is calculated per Outage at a site.

4.5.4 Credits

Average Trouble Ticket Resolution Time		Credits as % of MRC			
From	To	U.S. (except Other Company Networks and 3rd Party Networks)	Global Tier A: Company Network, Other Company Networks, & 3rd Party Network	Global Tier B: Company Network, Other Company Networks, & 3rd Party Network	U.S.: Other Company Networks & 3rd Party Network
Hour:Min:Sec	Hour:Min:Sec	TTR	TTR	TTR	TTR
0:00:00	7:59:59	0	N/A	N/A	N/A
8:00:00 plus		2%	N/A	N/A	N/A

4.6 Proactive Outage Notification ("PON")

4.6.1 Definition

Customer's Outage Contact will be notified by email or pager, as elected by Company, of a Network Outage within 15 minutes after a Trouble Ticket is opened.

4.6.2 Service Level Agreement

A Trouble Ticket will be opened for each Network Outage and Company will notify the Customer of the associated Trouble Ticket number within 15 minutes after a Trouble Ticket is opened.

4.6.3 Credits

Credits for each site = 10 % of MRC

The credit will be calculated on the total MRC for all sites experiencing a Network Outage and Company failed to notify Customer within 15 minutes of the Trouble Ticket being opened.

4.7 Denial of Service ("DoS")

4.7.1 Definition

A DoS attack is defined as more than 95 percent (95%) bandwidth utilization on any Company IP VPN Dedicated Access circuit in a U.S. site.

4.7.2 Service Level Agreement

Company will respond by investigating and acknowledging a DoS attack reported by a Customer within 15 minutes of Customer opening a complete Trouble Ticket with Company Customer Support.

To open a Trouble Ticket for DoS, Customer must call Company at 1-800-900-0241 (Option 4) and state: "I think 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.

4.7.3 Credits

If Company fails to meet the DoS Response SLA, Customer's account will be credited, at Customer's request, the pro-rated charges for one day of the MRC for the affected IP VPN Dedicated service at the affected site. Customer may obtain no more than one credit per day, regardless of the number of DoS SLA non-compliances during the day.

4.8 Service Installation Interval ("SII")

4.8.1 Definition

The SII is the time from Order Acceptance to the Up and Billable date at each U.S. site.

4.8.2 Service Level Agreement

One hundred percent (100%) of sites will be installed within fifty (50) Business Days for 128k - T1 IP VPN Dedicated Access and DSL circuits and seventy (70) Business Days for T3 IP VPN Dedicated Access circuits.

SII is only valid if the site to be installed will have at least one other site to communicate with. The first site installed will adopt the SII of the second site installed to which the first site can communicate within the same Logical VPN.

4.8.3 Credits

If Company fails to meet the SII SLA, the Customer will receive a credit equal to fifty percent (50%) of the on-site install NRC for that site. No credits will be applied if the install fees are waived.

4.9 IP Network Latency

The IP Network Latency for each region of the world is found at www.verizonbusiness.com/terms. The location of a site will determine the applicable IP Network Latency SLA for that site. The IP Network Latency SLA will only apply to Company circuits except Other Company Networks. Should Company miss the IP Network Latency SLA, the Customer will receive a credit as listed at www.verizonbusiness.com/terms.

4.10 IP Network Packet Delivery

The IP Network Packet Delivery for each region of the world is found at www.verizonbusiness.com/terms. The location of a site will determine the applicable IP Packet Network Delivery SLA for that site. The IP Network Packet Delivery SLA will only apply to Company circuits except Other Company Networks. Should Company miss the IP Network Packet Delivery SLA, the Customer will receive a credit as listed at www.verizonbusiness.com/terms.

5. How the SLA Works

5.1 Reporting an SLA Related Issue

- 5.1.1 When Customer experiences a Network Outage, a Trouble Ticket must be opened either by Customer notifying the appropriate Company Help Desk (or Customer Service Center) or by Company's engineering opening a Trouble Ticket on the Customer's behalf where it identifies that a Network Outage exists.
- 5.1.2 DoS. To open a Trouble Ticket for DoS, Customer must call Company at 1-800-900-0241 (Option 4) and state: "I think 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.
- 5.1.3 SII. No advance report of the issue must be made prior to making the claim.
- 5.1.4 IP Network Latency and IP Network Packet Delivery. Reporting requirements are found at the www.verizonbusiness.com/terms website.
- 5.1.5 DSL. Reporting requirements for DSL SLAs are found at the www.verizonbusiness.com/terms website.

5.2 How to Claim

5.2.1 Account Team.

All claims are to be made via your Company Account Team except for IP Network Latency and IP Network Packet Delivery which are credited automatically.

5.2.2 VPN Latency

5.2.2.1 After one full calendar month of IP VPN Dedicated service, and then for each calendar month thereafter, Customer may determine the actual latency experienced by their logical VPN by viewing a monthly aggregation of their VPN Summary report available via the Verizon Business Customer Center portal at <https://customercenter.verizonbusiness.com/>. This report is the only basis for latency credit claims.

5.2.2.2 In order to receive a credit on the VPN Latency SLA, Customer must do the following:

- a. Make a request in writing for a credit from Company within thirty (30) days of the end of the calendar month.
- b. Document the following information when requesting the credit:
 - Provide VPN ID (as provided to Customer on commencement of IP VPN Dedicated service) of the affected IP VPN Dedicated service.
 - Circuit IDs (as provided to Customer on commencement of IP VPN Dedicated service) for each of the sites that were affected by the Fault to which the SLA relates.
 - The calendar month that the SLA was missed.

5.2.3 VPN Availability, TTR, and PON. In order to receive a credit on the VPN Availability, TTR, and PON SLAs, Customer must do the following:

- 5.2.3.1 Report the Network Outage and open a Trouble Ticket within 72 hours of the occurrence or have the number of a Trouble Ticket opened by Company on Customer's behalf.
- 5.2.3.2 Make a request in writing for a credit from Company within thirty (30) days of the end of the relevant calendar month.
- 5.2.3.3 Document the following information when requesting the credit:
 - a. Trouble Ticket number(s);
 - b. Circuit ID of the site that was affected by the Fault to which the SLA relates; and
 - c. The calendar month that the SLA was missed.
- 5.2.4 SSI. In order to receive a credit on the SII SLA, Customer must do the following:
 - 5.2.4.1 Make a request in writing for a credit from Company within thirty (30) days of site install completion.
 - 5.2.4.2 Document the circuit ID for the affected site and approximate number of days by which the SII was missed.
- 5.2.5 DoS. In order to receive a credit on the DoS SLA, Customer must do the following:
 - 5.2.5.1 Make a request in writing for a credit from Company within thirty (30) days of closing the Trouble Ticket related to the DoS event.
 - 5.2.5.2 Related Trouble Ticket number.
 - 5.2.5.3 Document the circuit ID for the affected site.
 - 5.2.5.4 The calendar month that the SLA was missed.

6. Terms and Conditions

6.1 Credit Liability and Other Remedies

- 6.1.1 Credits are not cumulative month to month.
- 6.1.2 Credits or equivalent payments made by Company to Customer under this SLA are the sole and exclusive remedy available to Customer in respect of any failure to meet an SLA.
- 6.1.3 Company records and data shall be the basis for all SLA calculations and determinations.
- 6.1.4 The maximum amount of credit in any calendar month shall not exceed thirty-five percent (35%) of the MRC and/or nonrecurring charge ("NRC") for bundled IP Dedicated Service, management and CPE which, absent the credit, would have been charged that month.
- 6.1.5 Company may change the SLA from time to time effective upon written notice, which may be delivered in the invoice or by other reasonable means.
- 6.1.6 If Company materially reduces the SLA's service levels or credits, Customer may terminate IP VPN Dedicated Service without penalty by providing Company written notice of termination within thirty (30) days of being informed of the change. Company

may avoid IP VPN Dedicated termination if, within 30 days of receipt of Customer's written notice, it agrees to amend the Agreement to eliminate the applicability of the material reduction.

6.1.7 SLA statistics are Confidential Information and may be used by Customer solely for the purpose of analyzing service quality.

6.2 General Exclusions. Except as otherwise provided herein, the following exclusions apply to all obligations of Company contained in this SLA:

- 6.2.1 Missed SLAs due to acts or omissions 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 will not be eligible for SLA credits.
- 6.2.2 Missed SLAs due to delays due to changes to the VPN design at Customer's request will not be eligible for SLA credits.
- 6.2.3 Missed SLAs due to delays due to physical modifications for Local Access to a site or Company's inability to provide Local Access for a site will not be eligible for SLA credits.
- 6.2.4 SLA time will be polled during periods of Scheduled Maintenance by Company or its Company Affiliates within Company's maintenance windows, as applicable from time to time.
- 6.2.5 Missed SLAs due to lapses of IP VPN Dedicated or performance issues related to non-Company managed equipment at a site will not be eligible for SLA credits.
- 6.2.6 Missed SLAs due to lapses of IP VPN Dedicated or performance issues related to Customer's applications, equipment, or facilities will not be eligible for SLA credits.
- 6.2.7 Missed SLAs due to failure of communication resulting from provision of incorrect or incomplete contact information from the Customer that prevents Company from issuing appropriate notifications will not be eligible for SLA credits.
- 6.2.8 Company excludes from the measurement of Trouble Ticket duration any time identified on the Trouble Ticket as Customer Time.
- 6.2.9 Missed SLAs due to Customer not passing Company's credit check, power outage or reasons of Force Majeure or other circumstances beyond Company's reasonable control will not be eligible for SLA credits.

7. Definitions

Business Day: Monday through Friday, excluding Company-designated holidays.

Customer Time: Customer Time means any time attributable to or caused by the following:

- Incorrect or incomplete callout information provided by Customer that prevents Company from completing the trouble diagnosis and restoration of the IP VPN Dedicated.
- Company being denied access to network components at the site when access is required to complete trouble shooting, repair, restoration of the IP VPN Dedicated, diagnosis or acceptance testing.
- Customer's failure or refusal to release the IP VPN Dedicated service for testing.
- Company calls Customer to close Trouble Ticket, but Customer is unavailable or Company is unable to verify restoration of the IP VPN Dedicated service with a Customer.

Fault: A material defect, fault or impairment in the IP VPN Dedicated, which causes an interruption in provision of IP VPN Dedicated, or anything that gives rise to a request for assistance or a report, as described in this SLA.

IP VPN IP VPN Dedicated Access: Company provided and maintained dedicated IP access to the Company IP Network at data speeds from 56 kbps to T3 speeds. IP VPN Dedicated Access does not include DSL or dial access.

IP VPN Dedicated Point of Presence ("IP VPN POP"): A location at which Company maintains facilities for access to a Company Network for purposes of providing IP VPN Dedicated which are available on a usage shared basis with other customers.

Logical VPN: a subset of sites, within Customer's physical VPN, identified with a unique Company provided VPN identification number ("VPN ID").

Measured Use Level: To calculate Customer's Measured Use Level, Company samples Customer's IP VPN Dedicated Access service usage periodically throughout a given month. Customer's usage at the 95th percentile of samples (i.e., samples representing the highest 5 percentiles of usage are discarded) is Customer's Measured Use Level. For example, if Company took 100 samples of Customer's T3 service in a given month and Customer's highest 6 samples were 15.67 Mbps, 14.73 Mbps, 14.72 Mbps, 13.22 Mbps, 12.25 Mbps, and 11.39 Mbps, Customer's Measured Use Level would be 11.39 Mbps for that month.

MRC: The monthly recurring charge for IP VPN Dedicated that includes only bundled charges for IP VPN Dedicated Access, VPN management and VPN CPE.

Network Outage: Any period of time where the Company IP Network is not available to a site except for unavailability due to Customer caused events.

OOB Modem: A Company provided out of band ("OOB") modem for troubleshooting Customer's sites. For sites located within the United States, Company will order, provide and maintain an Analog Line for use by each OOB Modem at no additional cost. For sites located outside of the United States, Customer must order, provide and maintain an Analog Line use by each OOB Modem at Customer's expense. In any case, Customer is responsible for any charges incurred to extend the Analog Line wiring from the telephone company demarcation point to the CPE within Customer's premises. No SLAs will be available If Company determines that the Analog Line does not provide a minimum of 9600bps throughput until such minimum throughput is restored.

Order Acceptance: When Customer has provided all information required by Company, Customer has successfully passed a credit check (if required), and Company's ordering systems has processed the Customer's information and have accepted the order as ready for provisioning.

Outage: Any period of time where the Company IP Network is not available to a site.

Outage Contact: Customer representative who receives notice of Outage events pursuant to the PON SLA. There must be one assigned Outage Contact per site. The Outage Contact and the TPOC may be the same person and may have responsibility for more than one site within Customer's VPN.

Scheduled Maintenance: Any maintenance executed on Company equipment used to provide IP VPN Dedicated (a) of which the Customer is notified 48 hours in advance, (b) that is performed during a standard maintenance window on Tuesdays and Thursdays from 3am to 6 am local time of the Company IP VPN POP to which the Customer's IP VPN Dedicated Access circuit is connected, or c) as otherwise agreed to between Customer and Company. Notice of Scheduled Maintenance will be provided to the Outage Contact.

Service Term: The period of time of Service selected by the Customer and agreed to by Company.

Technical Point of Contact ("TPOC"): Customer representative who has responsibilities including, but not limited to, resolving Customer issues and receives notice of Trouble Tickets and Trouble Ticket

resolution. There must be one assigned Outage Contact per site. The TPOC and the Outage Contact may be the same person and may have responsibility for more than one site within Customer's VPN.

Trouble Ticket: A Trouble Ticket is the method used by either Customer or Verizon to advise the Verizon Help Desk of a perceived Fault, including, but not limited to, a Network Outage or a failure to meet an SLA. A unique Trouble Ticket reference number will be given to the Customer and should be used for all communications between Customer and Verizon related to the Fault for which a Trouble Ticket is issued. The reference number should also be used when Customer informs Verizon of restoration of the Service.

If a Trouble Ticket with Verizon is not issued in accordance with this SLA, or Customer does not release the relevant circuit to Verizon for testing, Verizon shall not be obligated to issue, and Customer shall not be entitled to receive, any credits for failure to meet an otherwise applicable SLA.

Up and Billable: When order installation has been completed and the Customer has either i) completed Customer acceptance testing or ii) failed to raise an issue with Company within 24 hours after Company has notified Customer that the Customer acceptance testing has begun. The Up and Billable date includes the IP VPN Dedicated Access circuit and IP VPN Dedicated.