



## BROADBAND SERVICE LEVEL AGREEMENT

### I. Service Level Agreement for U.S. (for Broadband purchased on or after August 21, 2017).

1. **Eligibility.** To be eligible for credits under this Service Level Agreement (SLA) for U.S. (for Broadband purchased on or after August 21, 2017), Customer is required to have a minimum one-year term for Broadband and be actively subscribed to the Wireless Backup feature set forth in the Access service attachment. This SLA shall take effect only after the Wireless Backup feature is installed.

#### 2. Service Level Standard 1 – Site Availability.

2.1 **Site Availability Scope.** Verizon's Site Availability Service Level Standard provides that the site will be available 99.9% of the time using the Broadband or Verizon Wireless Backup connection, as measured to the Verizon demarc equipment that performs the failover.

2.2 **Site Availability Process.** At Customer's request, Verizon will calculate Customer's "Site Unavailability" during a calendar month. "Site Unavailability" consists of the number of minutes that the Broadband and Verizon Wireless Backup connection in the contiguous U.S. was not available to Customer. Outages will be counted as Site Unavailability only if Customer opens a trouble ticket with Verizon customer support within four (4) hours from learning of the outage. Site Unavailability will not include scheduled maintenance, or any unavailability resulting from (a) any Customer-ordered telephone company circuits or equipment, (b) Customer's applications or equipment, (c) acts or omissions of Customer or user of the Broadband or Wireless Backup Service authorized by Customer or (d) Force Majeure (as defined below).

2.3 **Site Availability Remedy.** To receive credit for a failure to meet the Site Availability Service Level Standard, Customer must request such credit within 30 days from the date that the Broadband and Verizon Wireless Backup Service was unavailable. For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, at Customer's request, Customer's account shall be credited for the Verizon Broadband and Wireless Backup monthly recurring charge according to the schedule below:

Credit as a % of Site Availability

Site Availability %		MRC
From	To	
100%	99.95%	0%
99.94%	99.90%	0%
99.89%	99.50%	5%
99.49%	99.00%	10%
98.99%	98.00%	15%
97.99%	96.00%	20%
95.99%	94.00%	30%
93.99%	90.00%	65%
89.99%	80.00%	100%

#### 3. Service Level Standard 2 – Time To Repair (TTR).



**3.1 TTR Scope.** Calculation of Customer's TTR Service Level will be based on the time taken to restore Broadband or Wireless Backup service to a site following an event(s) that results in the outage of both connections. The TTR Service Level Standard is 12 hours. The TTR time starts when a trouble ticket is opened by the Customer after the outage of a connection other than for outages associated with the exceptions stated below, and concludes with the restoration of the Broadband or Wireless Backup connection.

**3.2 TTR Process.** Outages will be counted only if Customer opens a trouble ticket with Verizon Customer support. Calculation of the TTR Service Level Standard does not count as a covered outage any outage resulting from (a) scheduled Maintenance; (b) any Customer-ordered telephone company circuits or equipment; (c) Customer's applications or equipment; (d) acts or omissions of Customer, non-Verizon affiliated third parties or user of the circuit authorized by Customer; or (e) Force Majeure (as defined below).

**3.3 TTR Remedy.** To receive credit for a failure to meet a Service Level Standard, Customer must request such credit within 30 days after the month in which the TTR Service Level Standard was not met. Customer's account shall be credited for the Verizon Broadband and Wireless Backup monthly recurring charge with respect to the calendar month the TTR Service Level Standard has not been met according to the schedule below:

**Credit based on Actual TTR**

TTR Hours		MRC
From	To	
0 hours	12 hours	0%
12 hrs, 1 min	15 hrs	5%
15 hrs, 1 min	18 hrs	10%
18 hrs, 1 min	20 hrs	15%
20 hrs, 1 min	24 hrs	30%
Over 24 hrs		50%

**4. Force Majeure.** Any delay in or failure of performance by Verizon will not be considered a breach of this Service Level Standard if and to the extent caused by "Force Majeure" events (as defined in Customer's master agreement with Verizon).

**II. Service Level Agreement for U.S. (for Broadband purchased before June 1, 2015).**

The Service Level Agreement (SLA) for Broadband purchased before June 1, 2015, is the SLA applicable to Internet DSL and Internet Cable Service and set forth at <http://www.verizonenterprise.com/terms>. To be eligible for credits under this SLA, Customer is required to have a minimum one-year term for Broadband. Customer is required to report a non-conformance of the SLA within 30 business days of the incident with a request for credit, or the ability to receive a credit for such non-conformance will be waived. Verizon's records and data shall be the basis for all SLA calculations and determinations. The SLA sets forth Customer's sole remedies for any claim relating to this Service, including any failure to meet any service level set forth in the SLA. Notwithstanding anything to the contrary, for any given month, the maximum credit available to Customer is an amount equal to one day's worth of the applicable Broadband MRCs, no matter how many other Broadband service levels are missed that month.