

Linear GDL Service Service Level Agreement

1. Definitions: For purposes of this SLA, the following definitions will apply:
 - 1.1 "Mean Time To Repair" or "MTTR" is defined as the average time to restore Linear GDL Service during a Network Outage. MTTR only applies to Network Outages. MTTR is measured as a monthly average of the time taken to repair all Trouble Tickets on a specific Linear GDL circuit. The length of each Network Outage on a specific circuit is totaled at the end of each billing month and divided by the corresponding number of Network Outages for that circuit for which a Trouble Ticket was opened during that billing month. MTTR is calculated as follows:

$$\frac{\text{Cumulative length of Network Outage(s) per circuit}}{\text{Total Number of Trouble Tickets per billing month per circuit}}$$
 - 1.2 "Outage" is an unscheduled period in which Linear GDL Service is interrupted or unavailable for use.
 - 1.3 "Linear GDL Service" for the purpose of this SLA includes end-to-end international private line service.
 - 1.4 "Service Degradation" means that the International Private Service is degraded to some extent but not to the point of being completely unavailable (e.g., slow data transmission).
 - 1.5 "Trouble Ticket" is the official method used by Customer to communicate an Outage or Service Degradation to Company.

2. Eligibility: Customer is ineligible for a credit under this SLA for one full calendar month following the Service Activation Date for the circuit.

3. Reporting of an Outage

3.1 If Customer experiences an Outage, Customer must notify the appropriate Verizon Business Customer Service Center and open a Trouble Ticket as further described herein. The Service Level Standards described herein only apply to Trouble Tickets that are designated as "Priority 1" in accordance with Section 3.2 below. If the Outage carries over to the next month, the Outage period is applied in the month in which the Linear GDL Service was restored. In order to receive a credit, Customer must (a) report the Outage by immediately opening a Priority 1 Trouble Ticket in order to receive the highest level of the Service Level Standards described herein, and (b) submit in writing the following information no later than fifteen (15) days from the end of the calendar month in which the Linear GDL Service was restored:

- Ticket ID number
- Location A and Location B addresses
- Date and time Trouble Ticket was opened and Linear GDL Service was restored by Verizon Business
- Circuit/ID(s) for the corresponding Outage

3.2 Outage and Service Degradation Priorities

Priority	Criteria
Priority	Total loss of Linear GDL

1	Service.
Priority	Degraded Linear GDL Service (Linear GDL Service is degraded to the extent where the Customer is unable to use it and is prepared to release it for immediate testing).
2	Degraded Linear GDL Service (Linear GDL Service is degraded but Customer is able/still wants to use it and is not prepared to release it for immediate testing).
Priority 3	Non-Linear GDL Service affecting (a single non-circuit specific quality of service inquiry).

3.3 If the Customer does not initiate a Trouble Ticket with Verizon Business in accordance with this Section 3 and/ or does not release the circuit to Verizon Business for testing, Verizon Business will not be obligated to issue, and Customer will not be entitled to receive, an SLA Credit (as defined below) for the Outage.

4. Service Level Standards

4.1 Service level standards include a MTTR performance objective.

4.2 Types of service level standards

MTTR	8 Hours
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4.3 For any billing month in which Verizon Business did not meet a service level standard and Customer is entitled to an SLA Credit, the SLA Credit will be applied against the monthly recurring charges (MRC) for the Linear GDL circuit provided by Verizon Business excluding all taxes. Customer is eligible for maximum of one credit per month. CPE charges are excluded from the Service Level Standards.

5. Credits: Credits are applied to the Monthly Recurring Charges for the Verizon Business provided portion of the circuit only. For the avoidance of doubt, credits will not be provided for performance issues related to Local Access service provided by a third party carrier.

5.1 Mean Time to Repair Credit Schedule (“MTTR Credits”)

Outage to Repair Time		Credit as a % of MRC
From Hour: Min: Sec	To Hour: Min: Sec	
>8 Hours		15%

EXAMPLE: Assume a customer has a Linear GDL circuit. Customer experiences two outages totaling 1080 minutes (18 hours) during a calendar month. Assume further that the MTTR was as follows:

MTTR Trouble Ticket 1 = 6 hrs
MTTR Trouble Ticket 2 = 12 hrs
Average MTTR = 9

Customer would be entitled to the following credit percentage against the MRC associated with the affected circuit: 15%.

- 5.2 At any time following the third consecutive month of the Service Level Standard not being met, Customer may terminate the affected circuit without liability except for third party Local Access Charges and Charges incurred prior to termination of such circuit by providing Verizon Business at least thirty (30) days' prior written notice. Further, at any time following the third consecutive month of the Service Level Standard not being met, Verizon Business may terminate the Service Level Standard with respect to the affected circuit by providing Customer with at least thirty (30) days' prior written notice.

6. Exclusions

- 6.1 The Service Level Standards described herein do not include Outages resulting in whole or in part from one or more of the following causes:
- Any act or omission on the part of the Customer, its contractors or vendors, or any other entity over which the Customer exercises control or has the right to exercise control.
 - Scheduled maintenance on the part of the Customer, its contractors or vendors.
 - Emergency maintenance conducted by Verizon Business.
 - Scheduled maintenance on the part of Verizon Business that is within Verizon Business's maintenance windows.
 - Lapses of Service associated with new installations (i.e., before new Service acceptances by Customer).
 - Lapses of Service or performance issues related to Customer Premises Equipment (CPE).
 - Lapses in service due to failure of power at Customer premises
 - A Force Majeure event as defined in the Agreement between Customer and Verizon Business under which the Service is provided.
 - Interruptions during any period where Verizon Business or its agent are not allowed access to Customer premises where the access lines are terminated.
 - "Fiber cuts, outages or faults that require planned or unplanned maintenance on submarine cable or plant."
 - Lapses of Service due to inaccurate, non-standard, or special service and/or network specifications requested by Customer that are not standard to Verizon Business specifications or internal operating procedures.
 - Lapse of Service due to Local Access or domestic extensions provided by a third party carrier.
 - Customer's use of Service in an unauthorized or unlawful manner.
 - Verizon Business disconnects a circuit for non-payment.
 - Periods of Service Degradation.
 - Customer inquiry for circuit monitoring purposes only.