WEBEX CALLING ~~AND VOICE OVER IP SERVICE~~(FLEX) + SERVICE LEVEL AGREEMENT

1. SERVICE LEVEL STANDARDS

1.1 Overview. This Service Level Agreement (SLA) identifies the service level standards for Webex Calling (Flex) +. References to "Webex Calling" within this SLA are limited to the "Flex" version.

~~1.1 **Verizon offers the following performance Service Level Agreements (SLAs), for Webex Calling:** Platform Availability; and for Voice Over IP (VoIP) Service: Jitter, Mean Opinion Score (MOS), Network Availability, Provisioning Interval and Time To Repair (TTR). These SLAs are available in the United States and other countries where Webex Calling and VoIP Service are sold, except that for the VoIP Service, these SLAs are not available in Australia, Hong Kong, Singapore and South Korea. These SLAs shall supersede the VoIP Service SLAs referenced in the applicable VoIP agreement.~~

~~1.2 **Service Level Agreement Credit Process - General**. To receive a credit, Customer must submit its written request as set out in the tables below within 30 Business Days after the month in which the SLA was not met. If Verizon confirms Customer's request (i.e., that the particular SLA was not met), then Customer shall receive a credit calculated as shown in the tables below. No credits will be given with respect to the Services not affected by the unmet SLA.~~

~~Webex Calling SLA~~	
~~**Applicable Hosted Platform**~~	~~Webex Calling application~~
~~**Webex Calling Platform Availability Credit Calculation**~~	~~Availability is the percentage of time that Webex Calling is available per user (i.e. not experiencing an outage) within a given billing month, as based upon recorded outage time in associated trouble ticket(s).~~ ~~Application Availability (%) = (available minutes per billing month in a particular region (U.S., EMEA, or Asia-Pacific) x 100 / number of days in billing month x 24 hrs. x 60 min~~ ~~Credit Structure and Amounts~~

VoIP SLA	For Applicable Locations in Europe	For Locations within the U.S. and Canada
	For each month that the Application Availability percentage for Webex Calling falls within a tier associated with a credit amount in the table shown in Section 1.3, Customer will be eligible for the related credit percentage of the aggregate MRC for all the Webex Calling packages to which Customer has subscribed for the affected user.	
Applicable Network	Verizon's VoIP Network	Verizon's VoIP Network
SLA eligible VoIP related access method	Verizon Private IP Verizon Internet Dedicated 3rd party access (unless excluded otherwise)	US and Canada applicable: - Verizon Private IP - Verizon Internet Dedicated Verizon SCI US only applicable: - Verizon Wireless LTE (unless excluded otherwise) - Verizon FiOS (unless excluded otherwise) - 3rd party access (unless excluded otherwise)
Available Methods for Requesting Credit	Customer must submit its written request (email or FAX is acceptable) to its Verizon Account Team within the timescale defined in section 1.2 above. If a trouble ticket is required to document an outage or service event for credit compliance, a trouble ticket can be generated either through the Verizon Customer Service Center or through the web-based Verizon Enterprise Center. The number for the assigned Verizon Customer Service Center is printed on Customer's invoice. Access to the Verizon Enterprise Center can be requested by registering at the Verizon Enterprise Center portal:	Customer must complete and submit the online **Verizon Enterprise Solutions Verizon Business VoIP Jitter Credit Request Form** **Verizon Enterprise Solutions Verizon Business VoIP MOS Credit Request Form** **Verizon Enterprise Solutions VoIP Network Availability Credit Request Form** **Verizon Business VoIP TTR Credit Request Form,** as applicable. **Verizon Enterprise Solutions VoIP Provisioning Interval Credit Request Form**

	enterprisecenter.verizon.com.	
MRC Service Credit Calculation	The Verizon VoIP SLA credit (the "Credit") will be based upon the monthly recurring charge (MRC) equivalent to the Customer's monthly VoIP concurrent call fee. The Credit may also be based on the MRC for the related Verizon Internet Dedicated Service or Private IP Service, as applicable. The maximum amount of the Credit available to Customer for any calendar month shall not exceed the total of the simultaneous calling capacity MRC plus the applicable MRC for the related Internet Dedicated service under the Agreement.	The Credit will be based upon the MRC equivalent to the Customer's monthly VoIP concurrent call fee. The Credit may also be based on the MRC for the related Verizon Internet Dedicated Service or Private IP Service, as applicable. For Business Connection, the MRC used to calculate the Credit is the Customer's bundled MRC. The maximum amount of the Credit available to Customer for any calendar month shall not exceed the total of the simultaneous calling capacity MRC plus the applicable MRC for the related Internet Dedicated service under the Agreement.
Jitter Credit Calculation	If Verizon does not meet the Jitter SLA, the Customer will receive one day's share of their Verizon VoIP Service MRC Credit on all their provisioned concurrent calls across their enterprise.	
MOS Credit Calculation	If Verizon does not meet the MOS SLA, the Customer will receive one day's share of their Verizon VoIP Service MRC Credit on all their provisioned concurrent calls across their enterprise.	
Network Availability Credit Calculation	If Verizon does not meet the VoIP Network Availability SLA due to an issue with the Verizon VoIP network and it is confirmed by Verizon as an issue solely related to VoIP and not Verizon Private IP or Verizon Internet Dedicated then the Customer will receive (i) one day's share of their applicable Verizon VoIP Service MRC Credit on all their provisioned concurrent calls at the impacted site(s); and (ii) one day's MRC for their Verizon Private IP or Verizon Internet Dedicated service at the impacted site(s), multiplied by each hour Verizon fails to meet its VoIP Network Availability SLA commitment (as defined below). If the Customer is using Enterprise Concurrent calls, the Verizon VoIP Service MRC Credit SLA credit will be calculated as a percentage (%) of their total Enterprise Concurrent calls based on telephone numbers provisioned at the site. The credit will be applied to each Verizon site affected and is based on the total downtime the Customer experienced during the relevant month.	
TTR Credit	If Verizon does not meet the TTR SLA due to an issue with the Verizon VoIP	

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~~Calculation~~	~~network and it is confirmed by Verizon as being an issue solely related to VoIP and not Verizon Private IP or Verizon Internet Dedicated, then the Customer will receive (i) one day's share of their applicable Verizon VoIP Service MRC Credit on all their provisioned concurrent calls at the impacted site(s); and (ii) one day's MRC for their Verizon Private IP or Verizon Internet Dedicated service, multiplied by each hour Verizon fails to meet its VoIP TTR SLA commitment (as defined below).~~ ~~If the Customer is using Enterprise Concurrent calls, the Verizon VoIP Service MRC Credit SLA credit will be calculated as a percentage (%) of their total Enterprise Concurrent calls based on telephone numbers provisioned at the site.~~ ~~The credit will be applied to each affected Verizon VoIP site. The Customer may receive multiple TTR SLA credits in a given month.~~
~~Provisioning Interval Credit Calculation~~	~~If Verizon fails to meet the Provisioning Interval SLA, and Verizon confirms such failure, Verizon will provide to Customer a Service Credit equivalent to the monthly recurring charge (MRC) equivalent to the Customer's monthly VoIP concurrent call fee.~~
~~Basis for SLA claim for Jitter and MOS~~	~~Verizon will use Verizon's public backbone statistics Web site to verify that the MOS SLA and the Jitter SLA standard was not met. If Verizon confirms Customer's request, then Customer may submit a claim for credit. A trouble ticket may be required.~~
~~Basis for SLA claim for Network Availability and TTR~~	~~Customer must open a trouble ticket with Verizon while it is experiencing a VoIP Service problem. The calculation of unavailable time is based on trouble ticket times.~~ ~~The unavailable time starts when Customer opens a trouble ticket with Verizon and releases the VoIP Service for immediate testing. The unavailable time stops when the Applicable Network or access circuit trouble has been resolved and the VoIP Service is again available to Customer.~~ ~~If the Customer has multiple locations affected by an outage, the Customer may submit one ticket to address the multiple locations; however, the affected individual locations must be identified on the ticket.~~
~~Basis for SLA claim for Provisioning Interval~~	~~The Provisioning Interval is calculated by computing the period of time beginning on the date Verizon submits the Customer's VoIP order to Verizon's provisioning group and ends on the date that Verizon determines the VoIP service is ready for activation.~~

~~1.3~~1.2 **Webex Calling Platform Availability SLA**. ~~The "Application Availability" is the amount of time the platform is operating properly per affected user within a given month. A Webex Calling application is deemed "available" if i) no outage has occurred in the network operating center (NOC) affecting the user which resulted in a trouble ticket being opened, or ii)~~**Availability.** Verizon will maintain a 99.99% uptime Availability for Webex Calling. A Webex Calling application is deemed "available" if no trouble tickets related to outages have been opened by Customer or by Verizon on behalf of Customer.

2. CALCULATION OF CREDITS

2.1 **Credits for Availability.** For any month, when the Availability percentage falls below 99.99% of uptime, Customer may be eligible to receive credits in an amount equal to the MRC attributable to the impacted users in the portion of the month in which the downtime occurred.

3. PROCESS FOR CREDITS

3.1 **Required Steps.** Customer must open a trouble ticket for an applicable incident within 24 hours. The measurement period for any service level standard starts from the time the priority 1 trouble ticket is created. Additionally, Customer must make a written claim for credits within 30 days of the end of the month where the incident occurred and specify the trouble ticket number.

3.2 **Issuing Credits.** Upon Customer's request, Verizon will review any failure to meet the service level standards to determine the appropriate amount of credits. The appropriate amount will be credited to the Customer's account, appearing as a line item on a bill following Customer's request. Credits or equivalent payments made by Verizon to Customer under this SLA are the sole and exclusive remedy available to Customer from any failure to meet a service level standard. Credits will be determined based on the time that the priority 1 trouble ticket is created for the outage.

4. EXCLUSIONS

4.1 **Credit Restrictions.** Any period of downtime from the same set of events may not generate more than one credit for that downtime. Credits for any location will not exceed the MRC for such location. All measurements of service level standards will be suspended during scheduled maintenance. No credits are available for any services that have been installed for less than one full calendar month. Credit amounts will not exceed 5% of Customer's MRC for Webex Calling in the applicable month.

4.2 **General Exclusions.** No credits will be owed for any failure that results from a Force Majeure event. In order to qualify for credits, a trouble ticket must be timely and properly opened and Customer must refrain from causing any delays. Credits will not be available for any failure that results from: (a) Customer providing incorrect or incomplete information; (b) Customer failing to arrange for Verizon's access to requested components; (c) Customer modification of the configuration, trunking or dial plans without Verizon's prior agreement; (d) end user's equipment, software, facility, or operator error; (e) interruptions or outages not reported by Customer, or for which no trouble ticket was opened, (f) trouble tickets associated with any act or omission of any third party, including Customer-ordered third-party circuits; (g) act or omission on the part of Customer, its contractors or vendors, (h) applications which are greater than two versions older than the current installed standard version or (i) a fiber cut outside of Verizon's control or other interruption in the end user's services (Internet, telephony or voice service, including local or long distance).

5. DEFINITIONS

Term	Definition
~~Application~~ **Availability** ~~%~~	~~Credit (% of MRC) for Webex Calling User MRCs~~ Availability is the percentage of time that Webex Calling is available per user (i.e. not experiencing an outage) within a given billing month, as based upon the recorded outage time in the applicable trouble tickets.

	Application Availability (%) = available minutes per billing month in a particular region (U.S., EMEA, or Asia-Pacific) x 100 / number of days in billing month x 24 hours x 60 minutes.	
From	To	
99.99%	99.95%	10%
99.949%	99.00%	15%
98.99%	98.00%	20%
97.99%	97.00%	30%
96.99%	95.00%	50%
Less than 95.00%		100%

1.4 **Jitter SLA.** Also known as delay variation, jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. The VoIP Jitter SLA provides that Verizon's monthly jitter performance within the Applicable Network will not exceed 1.0 millisecond. Performance is measured by periodically collecting data across the Applicable Network, from which a monthly average is derived. Jitter performance statistics are available for review at http://www.verizonenterprise.com/terms/us/products/advantage/voicequality/ for the United States and Canada and http://www.verizonenterprise.com/terms/emea/fr/voipsla/voicequality.xml for Europe.

1.5 **Mean Opinion Score (MOS) SLA.** MOS is a measure (score) of the audio fidelity, or clarity, of a voice call. It is a statistical measurement that predicts how the average user would perceive the clarity of each call. The VoIP MOS SLA provides that the Applicable Network performance will not drop below 4.0 where MOS is calculated using the standards based E-model (ITU-T G.107). Performance is measured by periodically collecting data across the Applicable Network, from which a monthly average is derived. MOS performance statistics are available for review at http://www.verizonenterprise.com/terms/us/products/advantage/voicequality for the United States and Canada and http://www.verizonenterprise.com/terms/emea/fr/voipsla/voicequality.xml for Europe.

1.6 **VoIP Network Availability SLA.** The VoIP Network Availability SLA provides that Applicable Network will be available at least 99.99 percent of the time as measured on a monthly basis by trouble ticket time. The Applicable Network is considered not available for the number of minutes that a trouble ticket shows the Applicable Network was not available to Customer. The network availability SLA is not applicable to sites that do not use Verizon Internet Dedicated or Verizon Private IP service. Customer is responsible for tracking the time via trouble tickets that any portion of the VoIP Service is unavailable due to Applicable Network unavailability.

1.7 **Time to Repair SLA.** The VoIP Time to Repair (TTR) SLA provides that priority one (PTY-1) tickets will be resolved within 5 hours or less in the European countries listed above and within 4 hours or less within the United States. PTY-1 Tickets are categorized as a "hard outage" where there is complete loss of VoIP Service or severe service degradation that results in Customer's inability to receive any inbound calls and/or complete any outbound calls from a given location using Verizon VoIP. "Time to Repair" is defined as time taken to restore VoIP Service during a Hard Outage based on trouble ticket time. The TTR SLA is not applicable to sites that do not use Verizon Internet Dedicated or Verizon Private IP service.

1.8 **Provisioning Interval SLA**

Provisioning Interval Scope. The Provisioning Interval SLA requires that the ordered VoIP services are ready for use within 20 days of the date of the submission of the order to Verizon's provisioning group.

Provisioning Interval SLA Exclusions. In addition to the General Exclusions, the Provisioning Interval SLA does not include any period of time arising out of or associated with the following:

- Delays in provisioning related to Customer actions, moves or scheduling difficulties
- Delays attributed to the provisioning of other services when ordered together with VoIP
- Delays resulting from changes to a previously accepted order for Service from Customer, its agents or vendors
- Any delays resulting from unavailability of Customer's premises, equipment, or facilities required to provision the Service
- Delays attributed to extending the Local Access demarcation point
- Delays resulting from inaccurate or incorrect order information
- Delays resulting from an order suspension due to credit issues involving Customer
- Service changes (Move, add, change activity)
- Porting of telephone numbers to Verizon

Any periods of delay attributable to the reasons above will be deducted from the provisioning interval time period.

2. **Exclusions and Limitations to SLA Applicability**

2.1 **General Exclusions.** The following exclusions apply to all SLAs:
- Force Majeure Events; and
- Verizon network maintenance.

2.2 **Webex Calling SLA Exclusions**. In addition to the General Exclusions, the Webex Calling SLAs do not include time related to unavailability or outages resulting from:

- Interruptions or outages not reported by Customer, or for which no trouble ticket was opened;
- Services installed for less than one full calendar month;
- Scheduled maintenance by Customer or entities under Customer's direction or control;
- Trouble tickets associated with any act or omission of any third party;
- Changes to the recommended network or server configuration, trunking or dial plans without Verizon's prior agreement;
- 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, including without limitation, disconnection of power to the CPE;
- Webex Calling designs not approved by Verizon;
- Lapses of Webex Calling service before the Webex Calling is up and billable;
- Applications which are greater than two versions older than the current installed standard version (N-2);
- Customer-ordered third party circuits;
- Performance impacting issues related to or resulting from (but not limited to) rogue network devices, viruses, worms, misconfigured unmanaged network devices attached to the LAN being managed or other impacting events/devices beyond the scope and control of Verizon.

2.3 **VoIP Network Availability and TTR SLA Exclusions.** In addition to the General Exclusions, the VoIP Network Availability SLA and Time to Repair SLAs do not include time related to unavailability or outages resulting from:

- Customer-ordered Third Party circuits;
- Inappropriate VoIP Service configuration change(s) made by or through Customer at the Verizon Enterprise Center web-site;

- ~~Customer premise equipment including, but not limited to, Customer provided PBX, black phones, SIP phones, firewalls, router/modem and/or analog/ethernet adapter;~~
- ~~Acts or omissions of Customer or its users, or any use or user of the VoIP Service that is authorized by or enabled through Customer but outside the scope of Customer's VoIP Service; and~~
- ~~"Customer Time," which is the time identified on the trouble ticket (if any) attributable to, or caused by, through no fault of Verizon, the following: (a) incorrect or incomplete contact information provided by Customer which prevents Verizon from completing the trouble diagnosis and VoIP Service restoration; (b) Verizon being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing; (c) Customer's failure or refusal to release the circuit for testing; (d) Customer being unavailable when Verizon calls to close a trouble ticket or verify VoIP Service restoration, (e) any other act or omission on the part of Customer; or (f) down time caused by the PTT or Local Exchange Carrier (LEC) for periods where the PTT's or LEC's maintenance support is not available.~~

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