

Verizon Internet Dedicated Global Transit Service Level Agreement

The Service Level Agreement ("SLA") as detailed below is provided by Verizon France SAS, referred to in this SLA and all ancillary documentation as "Verizon Business".

This SLA is submitted pursuant to International Master Services Agreement, Internet Services Agreement or the Wholesale versions thereof, as applicable ("Master Agreement"), and the Service Order for Internet Dedicated Global Transit¹ (the "Service"), together the "Contract".

This SLA shall be incorporated into and shall form part of the Contract. In case of any inconsistencies between the constituent parts of the Contract, unless the context expressly requires otherwise, the following order of precedence shall apply: (i) the SLA; (ii) the Service Order; and (iii) the Master Agreement.

Words and phrases defined in the Contract shall, unless separately defined, have the same meaning in this SLA.

Verizon Business has the objective of achieving the performance criteria it has set for its Internet Dedicated Global Transit Service described in this SLA. Where Verizon Business fails to meet the quality parameters detailed below, and subject to the eligibility criteria and exclusions detailed in the SLA, the Customer is entitled to request a credit of a proportion of the Charges for the Service ("Service Credit").

SLA eligibility

Customer will only be eligible for this SLA if:

- Customer keeps Verizon Business informed of current Customer contact details at all times;
- Customer contracts for an Initial Service Term of at least one year; and
- Customer's router correctly processes ICMP echo – ping – requests from Verizon Business's monitoring infrastructure, should the monitoring procedure be to ping the Customer's router (see SLA.4).

SLA general

1. In order to make a valid claim the Customer needs to:
 - Report any Fault that constitutes a failure to meet the SLA to Verizon Business Customer Services by raising a Trouble Ticket within 72 hours of the Fault; and
 - Make a claim in writing within 30 calendar days from the time when either (i) Customer could reasonably be expected to have become aware of such claim; or (ii) when information provided by Verizon Business is required in respect of the claim, from the time when such information is made available to the Customer by Verizon Business.
2. The maximum Service Credit payable in any month in relation to the Service shall be the monthly Rental Charge in respect thereof.
3. The Service Credits will be calculated by reference to the monthly Rental Charge paid by the Customer in the month immediately prior to the month in which the Customer requested the credit.
4. Verizon Business's records and data shall be the sole basis for all SLA calculations and determination.
5. Verizon Business reserves the right to amend the SLA from time to time effective upon notification of the revised SLA provided that in the event that such amendment results in a material reduction of the service level commitments or Service Credits set out in this SLA, Customer may terminate the Service by providing Verizon Business written notice of termination within 30 days following notice of such amendment.
6. Service Credits or equivalent payments made by Verizon Business to Customer under this SLA are the sole and exclusive remedy available to Customer in respect of any failure to meet any service level commitments set out in this SLA.
7. No Service Credits will be payable to the Customer, if the failure to reach any commitment is due to acts or omissions of the Customer or Force Majeure Events, including but not limited to maintenance on local loops by Third-Party telecommunications suppliers.
8. Service Credits are not cumulative month to month.

SLA.1 – Network Availability Commitment

Verizon Business's Network Availability Commitment is to have its IP Network available 100% of the time and, as set forth below, Verizon Business will credit Customer's account if Verizon Business fails to meet this Network Availability Commitment during any given calendar month.

"Network Unavailability" consists of the number of minutes that the Verizon IP Network was not available to Customer, but will not include unavailability resulting from:

- Verizon Business Scheduled Maintenance
- Local loop connecting the Customer Site
- IP router on the Customer Site
- Customer Equipment, applications or facilities
- Acts or omissions of Customer, or any use or user of the service authorised by Customer

"Scheduled Maintenance" shall mean any maintenance on the Verizon IP Network of which Customer is notified seven calendar days in advance and that is performed during a standard maintenance window on Saturdays and Sundays from 12am to 6am local time (unless an alternative day/time is notified to the Customer). Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by a method elected by Verizon Business (telephone, email, fax, pager or SMS).

For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, Customer shall be credited 1/30 of the monthly Rental Charge for the Service with respect to which the Network Availability Commitment has not been met.

¹ 'Internet Dedicated Global Transit' is also known by its former names 'UUDirect Global Transit' and 'Global Transit Service'.

SLA.2 – Network Latency Commitment

Verizon Business's European Network Latency Commitment is an average round-trip transmission of thirty (30) milliseconds or less between Verizon Business-designated inter-regional transit backbone network routers ('Hub Routers') in Europe.

Verizon Business's North American Network Latency Commitment is an average round-trip transmission of forty five (45) milliseconds or less between Verizon Business-designated Hub Routers in North America.

Verizon Business's Transatlantic Network Latency Commitment is an average round-trip transmission of ninety (90) milliseconds or less between a Verizon Business-designated Hub Router in the New York metropolitan area and a Verizon Business-designated Hub Router in the London metropolitan area.

Verizon Business's Europe to Asia Pacific Rim Network Latency Commitment is an average round-trip transmission of four hundred twenty (420) milliseconds or less between a Verizon Business-designated Hub Router in Europe and a Verizon Business-designated Hub Router in Asia Pacific Rim.

Verizon Business's Europe to South Africa Network Latency Commitment is an average round-trip transmission of three hundred fifty (350) milliseconds or less between a Verizon Business-designated Hub Router in Europe and a Verizon Business-designated Hub Router in South Africa.

Verizon Business's North America to Intra-Europe Network Latency Commitment is an average round-trip transmission of one hundred ten (110) milliseconds or less between a Verizon Business-designated Hub Router in U.S. and a Verizon Business-designated Hub Router in Intra Europe.

Latency shall be measured by averaging sample measurements taken during a calendar month between Hub Routers. Each month's Network performance statistics relating to the Network Latency Commitments shall be posted at <http://www.verizonbusiness.com/about/network/latency/>.

If Verizon Business fails to meet any Network Latency Commitment in a month, Customer shall be entitled to receive a Service Credit equivalent to the pro-rated Charges of 1/30 of the monthly Rental Charge for each Network Latency Commitment that has not been met.

SLA.3 – Network Packet Delivery Commitment

Verizon Business's European Network Packet Delivery Commitment is packet delivery of ninety nine point five (99.5) % or greater between Verizon Business-designated Hub Routers within Europe.

Verizon Business's North American Network Packet Delivery Commitment is packet delivery of ninety nine point five (99.5) % or greater between Verizon Business-designated Hub Routers in North America.

Verizon Business's Transatlantic Network Packet Delivery Commitment is packet delivery of ninety nine point five (99.5) % or greater between a Verizon Business-designated Hub Router in the New York metropolitan area and a Verizon Business-designated Hub Router in the London metropolitan area.

Verizon Business's Europe to Asia Pacific Rim Network Packet Delivery Commitment is packet delivery of ninety nine (99) % or greater between a Verizon Business-designated Hub Router in Europe and a Verizon Business-designated Hub Router in Asia Pacific Rim.

Verizon Business's Europe to South Africa Network Packet Delivery Commitment is packet delivery of ninety nine (99) % or greater between a Verizon Business-designated Hub Router in Europe and a Verizon Business-designated Hub Router in South Africa.

Verizon Business's North America to Intra Europe Network Packet Delivery Commitment is packet delivery of ninety nine (99) % or greater between a Verizon Business-designated Hub Router in U.S. and a Verizon Business-designated Hub Router in Intra Europe.

Packet Delivery shall be measured by averaging sample measurements taken during a calendar month between Hub Routers. Each month's Network performance statistics relating to the Network Packet Delivery Commitments shall be posted at <http://www.verizonbusiness.com/about/network/latency/>.

If Verizon Business fails to meet any Network Packet Delivery Commitment in a month, Customer shall be entitled to receive a Service Credit equivalent to the pro-rated Charges of 1/30 of the monthly Rental Charge for each Network Packet Delivery Commitment that has not been met.

SLA.4 – Proactive Outage Notification Commitment

Verizon Business's Proactive Outage Notification ("PON") Commitment is to notify Customer within 30 minutes, during business hours (Monday to Friday from 08:00 to 18:00 local time, excluding national and applicable regional/local holidays), after Verizon Business's determination that Customer's Service is unavailable. Verizon Business's standard procedure is to ping Customer's router every two and a half (2.5) minutes. If Customer's router does not respond after five consecutive two and a half-minute ping cycles, Verizon Business will deem the Service unavailable and will contact Customer's designated point of contact by a method elected by Verizon Business (telephone, e-mail, fax, pager or SMS).

Customer is responsible for providing Verizon Business with accurate and up to date contact information for Customer's designated points of contact. Verizon Business will not be liable under this PON Commitment if the contact information provided by the Customer is out of date or inaccurate.

If Verizon Business fails to meet this PON Commitment, and providing the Customer requests a Service Credit in respect of such failure, Customer shall be entitled to receive a Service Credit equivalent to the pro-rated Charges of 1/30 of the monthly Rental Charge for the Service with respect to which this PON Commitment has not been met, provided that Customer may obtain no more than one Service Credit per day, irrespective of how often in that day Verizon Business failed to meet the PON Commitment.

Signatures

	Customer	Verizon Business
Name:	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Date:	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Signature:	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>