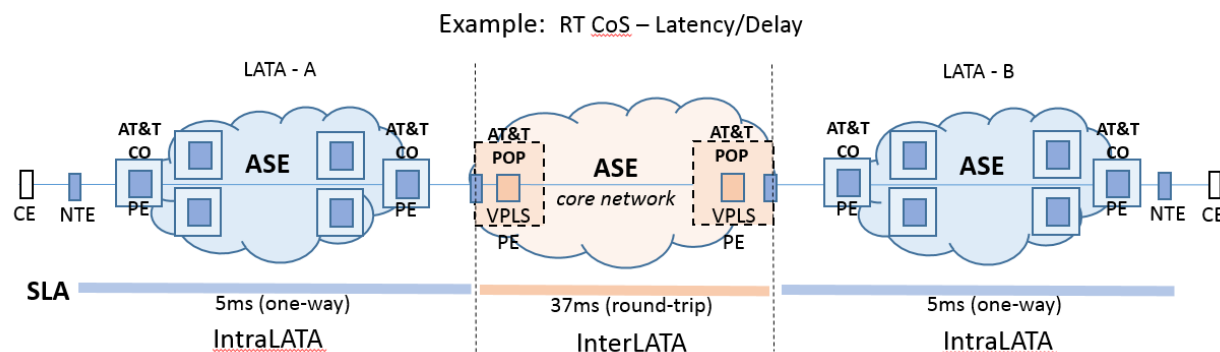


2.1 Class of Service (CoS) SLA



AT&T will grant CoS SLA credits for ASE if AT&T fails to meet ASE parameters (i.e., Latency, Jitter, and Packet Delivery Rate (PDR)) defined for each CoS, each measured separately for intraLATA and interLATA EVCs, subject to the following terms and conditions:

- Customer must notify AT&T when performance for any ASE parameter fails to meet the committed level for any calendar month. (T)
- Customer must request a ASE credit for any performance failure, using the AT&T Business Direct® portal or other method AT&T provides within 45 days after the end of the month in which the failure occurred. (T)
- Upon AT&T's verification that actual ASE performance for the relevant parameter failed to meet the committed level, AT&T will correct the problem within 1 month. (T)
- If, after 1 month, ASE performance for the relevant parameter still fails to meet the committed level, AT&T will provide Customer an ASE credit equal to 25% of the MRCs for all affected Ports (for the CoS SLAs). Only 1 such credit, per Port, will be applied per calendar month, regardless of the number of ASE parameters for which performance failed to meet the committed levels. (T)

2.1.1 IntraLATA Latency, Jitter, and Packet Delivery Rate (PDR)

AT&T will measure IntraLATA Latency, Jitter, and PDR by averaging sample measurements taken during a calendar month between the NTE to which the Customer Ports are attached (i.e., end to end), when the ASE network is available for use by the End User. The IntraLATA SLA ASE parameters are based on a LATA-wide average of Customer's one-way traffic traversing the NTE and the network within each applicable LATA. The committed level for IntraLATA Latency and Jitter is to be not more than, and for PDR is to be not less than, the levels set forth in the IntraLATA SLA table below.

(T)
(T)

For any failure of the IntraLATA Latency, Jitter, or PDR SLA, the affected Ports will be those which were connected with intraLATA EVCs during the month for which Customer requests an SLA credit.

The following table displays the CoS IntraLATA SLA ASE parameters:

(T)

Class of Service	Service Measurement ⁽¹⁾		
	Latency (one-way)	Jitter	Packet Delivery Rate (PDR)
Real Time	5 ms	3 ms	99.995%
Interactive	13 ms	10 ms	99.95%
Business Critical – High	20 ms	N/A	99.9%
Business Critical – Medium	30 ms	N/A	99.9%
Non-Critical High	37 ms	N/A	99.5%
Non-Critical Low (This CoS is only offered as part of the PPCoS Package)	N/A	N/A	N/A
Broadband ⁽²⁾ Basic	N/A	N/A	N/A

- (1) Measured performance will be rounded to the decimal place indicated in the table. For example, 5.49 ms will be rounded down to 5 ms; and 5.50 ms will be rounded up to 6 ms.
- (2) Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement to new or existing customers. Refer to Part 3, Section 1, paragraph 1.6.

2.1.2 InterLATA Latency, Jitter, and Packet Delivery Rate (PDR)

AT&T will calculate InterLATA Latency, Jitter, and PDR by averaging sample measurements taken during a calendar month between city pairs on AT&T's core network. Those city pairs are not necessarily representative of Customer's ASE Locations. Measurements will reflect the performance of the AT&T core (interLATA Ethernet) network only, as reported in AT&T Global Performance Reporting systems or such other source as AT&T may designate. Measurements will reflect performance between AT&T core network Ethernet switches in each measured LATA and will not include local transport or backhaul segments.

(T)

The InterLATA SLA target for Latency and Jitter are to be not more than, and for PDR is to be not less than, the levels set forth in the InterLATA SLA table below. For any failure of the InterLATA Latency, Jitter, or PDR SLA, the affected Ports will be those which were connected with InterLATA EVCs during the month for which Customer requests an SLA credit.

The following table displays the CoS InterLATA SLA ASE parameters:

(T)

Class of Service	Service Measurement ⁽¹⁾		
	Latency (one-way)	Jitter	Packet Delivery Rate (PDR)
Real Time	37 ms	3 ms	99.95%
Interactive	37 ms	10 ms	99.95%
Business Critical – High	37 ms	N/A	99.9%
Business Critical – Medium	37 ms	N/A	99.9%
Non-Critical High	37 ms	N/A	99.5%
Non-Critical Low (This CoS is only offered as part of the PPCoS Package)	N/A	N/A	N/A
Broadband ⁽²⁾ Basic	N/A	N/A	N/A

- (1) Measured performance will be rounded to the decimal place indicated in the table. For example, 5.49 ms will be rounded down to 5 ms; and 5.50 ms will be rounded up to 6 ms.
- (2) Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement to new or existing customers. Refer to Part 3, Section 1, paragraph 1.6.

2.2 Network Availability SLA

The Network Availability SLA ASE parameter is not less than 99.99% for all Customer Ports and Classes of Service, excluding Broadband Ports.⁽²⁾ Network Availability will be calculated as the percentage of time during a month that the network is capable of accepting and delivering Customer data during the measurement period.

(T)

Network Availability includes the Ethernet core network and the local loop. Network outage time during maintenance windows will be excluded from Network Availability calculations.

The calculation for Network Availability for a given month is as follows:

Network Availability⁽¹⁾ = [(24 hours x days in the month x 60 minutes x number of Customer Ports in the LATA) – network outage time] / (24 hours x days in the month x 60 minutes x number of Customer Ports in the LATA)

Customer must: (1) notify AT&T within 45 days after the end of any calendar month for which Network Availability fails to meet the committed level; and (2) request a ASE credit. Upon AT&T's verification that actual ASE performance for Network Availability failed to meet the committed level, AT&T will issue a credit to Customer in an amount equal to 10% of the MRC for all Customer Ports in the LATA.

(T)

(T)

2.3 Credit Allowance for Service Interruptions

ASE is considered to be interrupted when it becomes unusable because of a failure of a facility component used to furnish ASE under this Service Guide. The interruption must result in the complete loss of Service. An interruption period starts when Customer reports an inoperative ASE to AT&T and ends when the ASE is operative.

(T)

(T)

(T)

AT&T will calculate the credit allowance for an interruption or for a series of interruptions based on the applicable MRC for the Port (or Ports) which were interrupted, including the other rate elements associated with that Port (CIR, repeater, etc.). No credit will be applicable to other Ports on the network that were uninterrupted, even if they were unable to connect with an interrupted Port.

No credit is due for an interruption period of less than 30 minutes. AT&T will credit Customer for an interruption of 30 minutes or more at the rate of 1/1440 of the MRCs for the facility or ASE for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30-minute interruption.

(T)

- (1) Measured performance will be rounded to the nearest hundredth (decimal place). For example, 99.985% will be rounded to 99.99%.
- (2) Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement to new or existing customers. Refer to Part 3, Section 1, paragraph 1.6.

2.4 SLA Exclusions

- The SLA provisions, measurements, and eligibility for credit will exclude conditions wherein ASE performance was adversely affected by any of the following conditions: (T)
- Any cause beyond AT&T's reasonable control (force majeure events) including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornadoes, explosions, lightning, power surges or failures, fiber cuts, strikes, or labor disputes;
 - Failures of any structures, facilities, or equipment provided by Customer or its contractors, equipment vendors, or by any carrier or service provider other than AT&T;
 - Interruptions caused by Customer's or an End User's negligence;
 - Interruptions of a ASE during any period in which AT&T is not afforded access to the Premises where the ASE is terminated; (T)
 - When AT&T and Customer negotiate the release of ASE: (1) for maintenance purposes; (2) to make rearrangements; or (3) to implement an order for a change in ASE, a credit does not apply during the negotiated time of release; (T)
 - Periods when Customer elects not to release the ASE for testing and/or repair and continues to use it on an impaired basis; (T)
 - Data loss during AT&T's scheduled maintenance windows;
 - Data exceeding subscribed CIR; and/or
 - Failures of any structures, facilities, or equipment on Customer's side of the demarcation point.

2.5 SLA Other Terms and Conditions

EVCs with Real Time CoS on Ports served via EoCu loop media are excluded from calculations that determine whether the intraLATA Latency SLA is met.

IntraLATA EVCs with Real Time CoS between Ports that are connected with an inter-Central Office facilities path extending more than 200 miles or those with EVC CIRs in excess of 1000 Mbps and/or using a PPSoS serving arrangement with a package exceeding 1000 Mbps Real Time are not subject to the Real Time Latency SLA and are excluded from calculations that determine whether AT&T met the IntraLATA Latency SLA.

EVCs connecting Basic or PPSoS Ports to Broadband Ports⁽¹⁾ are not subject to CoS SLAs and are excluded from calculations that determine whether AT&T met the SLAs.

The total credit amount of any allowances for interruptions and SLA credits applicable in a given month will not exceed 100% of the MRCs for the Port and associated rate elements.

(1) Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement to new or existing customers. Refer to Part 3, Section 1, paragraph 1.6.