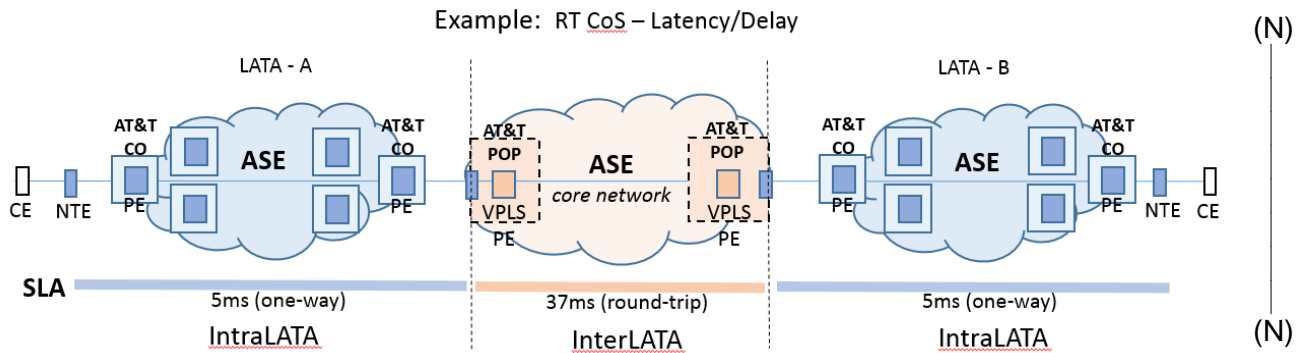


SECTION 3 - Service Level Agreement

Service Level Agreement (SLA)

SLA-1 Class of Service (CoS) SLA



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

- The Customer must notify AT&T when performance for any service parameter fails to meet the committed level for any calendar month.
- The Customer must request a service credit for any performance failure, using the AT&T Business Direct® portal or other method provided by AT&T, within 45 days after the end of the month when the failure occurred.
- Upon verification by AT&T that actual service performance for the relevant parameter failed to meet the committed level, AT&T will correct the problem within one month.
- If, after one month, service performance for the relevant parameter still fails to meet the committed level, the Customer will be provided a service credit equal to 25 percent of the Monthly Recurring Charges (MRCs) for all affected ports (for the CoS SLAs). Only one such credit, per port, shall be applied per calendar month, regardless of the number of service parameters for which performance failed to meet the committed levels.

(D)  
|  
(D)

Some material previously appearing on this page now appears on Original Page 29.1 and Original Page 32.

IntraLATA Latency, Jitter and Packet Delivery Rate (PDR)

(N)

IntraLATA Latency, Jitter and Packet Delivery Rate (PDR) will be measured 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 AT&T Switched Ethernet Service network is available for use by the End User. The IntraLATA SLA service parameters are based on a LATA-wide average of the 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. 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 the Customer has requested an SLA credit.

The following table displays the CoS IntraLATA SLA service parameters:

| Class of Service  | Service Measurement <sup>/1/</sup> |        |                            |
|---|------------------------------------|--------|----------------------------|
|   | 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<br>(This CoS is only offered as part of the PPCoS Package) | N/A                                | N/A    | N/A                        |
| Broadband Basic   | N/A                                | N/A    | N/A                        |

(C)

(C)

/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.

(N)

(N)

Some material previously appearing on this page now appears on Original Page 29.2.  
Some material appearing on this page previously appeared on 2nd Revised Page 29.

InterLATA Latency, Jitter and Packet Delivery Rate (PDR) (N)  
 InterLATA Latency, Jitter and Packet Delivery Rate (PDR) will be calculated by averaging sample measurements taken during a calendar month between city pairs on the AT&T core network. Those city pairs are not necessarily representative of Customer's service 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. 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 the Customer has requested an SLA credit. (N)

The following table displays the CoS InterLATA SLA service parameters:

| Class of Service  | Service Measurement <sup>/1/</sup> |        |                            |
|---|------------------------------------|--------|----------------------------|
|   | 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<br>(This CoS is only offered as part of the PPCoS Package) | N/A                                | N/A    | N/A                        |
| Broadband Basic   | N/A                                | N/A    | N/A                        |

<sup>/1/</sup> 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. (N)

Some material appearing on this page previously appeared on Original Page 29.1.

SECTION 3 - Service Level Agreement

---

**SLA-2 Network Availability SLA**

The SLA service parameter for Network Availability is to be not less than 99.99% for all Customer ports and Classes of Service, excluding Broadband Ports. 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.

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:

$$\text{Network Availability} = \frac{[(24 \text{ hours} \times \text{days in the month} \times 60 \text{ minutes} \times \text{number of Customer ports}) - \text{network outage time}]}{(24 \text{ hours} \times \text{days in the month} \times 60 \text{ minutes} \times \text{number of Customer ports})}$$

The Customer shall (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 service credit. (C)  
Upon verification by AT&T that actual service performance for Network Availability failed to meet the committed level, AT&T will issue a credit to the Customer in an amount equal to 10 percent of the Monthly Recurring Charge (MRC) for all Customer ports.

**SLA-3 Credit Allowance for Service Interruptions**

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

The credit allowance for an interruption or for a series of interruptions shall be calculated based on the applicable monthly rate for the port (or ports) which were interrupted, including the other rate elements associated with that port (CIR, repeater, etc.). No credit shall be applicable to other ports on the network that were uninterrupted, even if they were unable to connect to an interrupted port.

No credit shall be allowed for an interruption period of less than 30 minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30-minute interruption. (C)

SECTION 3 - Service Level Agreement

---

**SLA-4 SLA Exclusions**

The SLA provisions, measurements, and eligibility for credit shall exclude conditions wherein service performance was adversely affected by any of the following conditions:

- 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 the Customer or its contractors, equipment vendors, or by any carrier or service provider other than AT&T;
- Interruptions caused by the negligence of the Customer or End User;
- Interruptions of a service during any period in which AT&T is not afforded access to the premises where the service is terminated;
- When AT&T and the Customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the service, a credit does not apply during the negotiated time of release;
- Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis;
- Data loss during AT&T's scheduled maintenance windows;
- Data exceeding subscribed CIR; or
- Failures of any structures, facilities or equipment on the Customer's side of the demarcation point.

Some material previously appearing on this page now appears on Original Page 32.

(N)

**SLA-5 SLA Other Terms and Conditions** (N)

EVCs with Real Time CoS on ports served via Ethernet over Copper (EoCu) loop media are excluded from calculations that determine whether the intraLATA Latency SLA is met. (C)

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 PPCoS 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 the intraLATA Latency SLA is met. (C)

EVCs connecting Basic or PPCoS Ports to Broadband Ports are not subject to Class of Service SLAs and are excluded from calculations that determine whether the SLAs are met.

The total credit amount of any allowances for interruptions and SLA credits applicable in a given month shall not exceed 100 percent of the monthly recurring charge for the port and associated rate elements.

Some material appearing on this page previously appeared on 2nd Revised Page 29 and 2nd Revised Page 31.