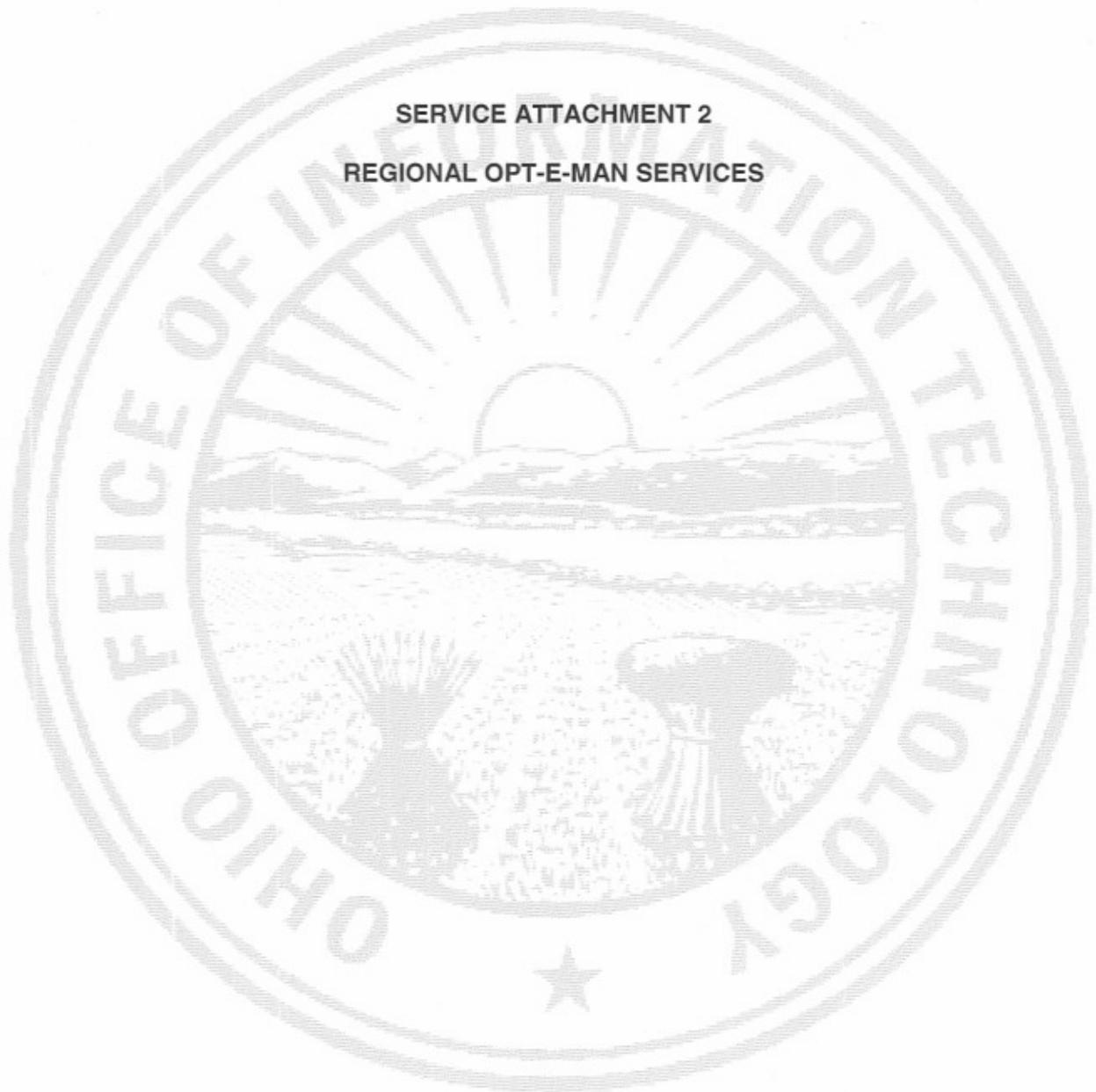


**SERVICE ATTACHMENT 2  
TO THE  
MASTER SERVICE AGREEMENT  
REGIONAL OPT-E-MAN SERVICES**

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**This Service Attachment** (the "Service Attachment") to the Master Service Agreement effective April \_\_\_, 2010, ("MSA") is by and between The Department of Administrative Services, Office of Information Technology ("OIT") on behalf of the State of Ohio (the "State"), and AT&T Corp. (the "Vendor").

The State and Vendor are also referred to herein individually as a "Party" and collectively as the "Parties". Terms used but not defined herein have the meanings set forth in the MSA.

**WHEREAS**, Vendor desires to provide to the State and the Subscribing Entities certain Services described herein as the "Regional OPT-E-MAN" Services upon the terms and conditions set forth in the MSA and such additional terms and conditions as set forth herein; and

**WHEREAS**, the Parties desire to execute this Service Attachment to the MSA;

**NOW THEREFORE**, in consideration of the conditions and covenants contained herein, the Parties mutually agree as follows:

**1. Overview**

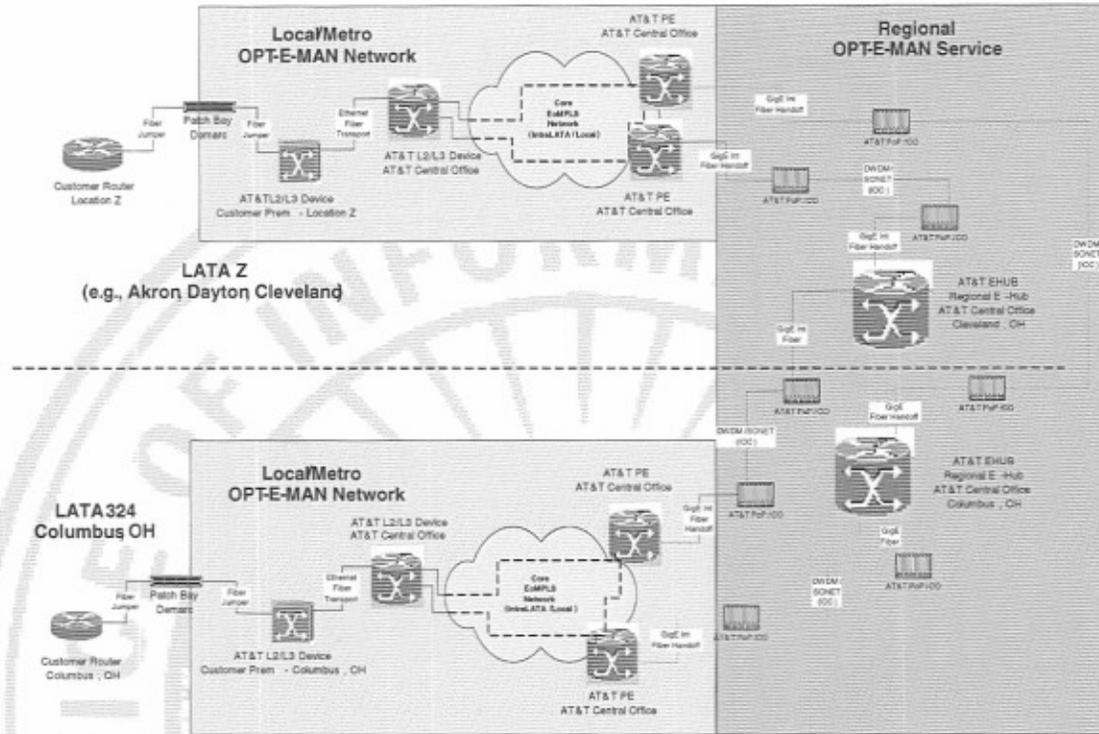
- 1.1 Service Overview. This Service Attachment provides the Subscribing Entity(s) with the ability to purchase the Regional OPT-E-MAN Services that are offered by Vendor (the "Regional OPT-E-MAN Services", "ROS" or the "Services"). ROS is a managed service that provides connectivity between a Subscribing Entity(s) Ethernet protocol communication devices requiring InterLATA connectivity. ROS will support nearly any data transport configuration including Point-to-Point, Point-to-Multipoint, and Multipoint-to-Multipoint, by using physical and virtual connections to meet specific business needs. Regional OPT-E-MAN Service provides bandwidth from 2 Mbps up to 1 Gbps, including, the following: 2 Mbps, 4 Mbps, 5 Mbps, 8 Mbps, 10 Mbps, 20 Mbps, 50 Mbps, 100 Mbps, 150 Mbps, 250 Mbps, 500 Mbps, 600 Mbps & 1 Gbps. Additional component detail is set forth in Appendix 1 attached hereto.

The following diagram provides an example ROS configuration for Ethernet services provided under this Attachment and is intended to be for illustrative purposes only:

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## REGIONAL OPT-E-MAN SERVICES

### Regional OPT-E-MAN Service Overview



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1.2 Agreement; Interpretation.

- (a) The Services described herein are provided in accordance with and are subject to, the terms and conditions of the MSA as if such terms were set forth herein in their entirety, and the terms and conditions set forth herein.
- (b) The order of precedence among the documents that constitute the agreement between the parties is specified in the Section 1.15 of the MSA.

**2. Description of Services**

2.1 Grades of Service.

There are two (2) grades of service ("GOS") distinctions of the Regional OPT-E-MAN Services:

- (a) Bronze CIR – available only with AT&T OPT-E-MAN Access ("OPT-E-MAN Access") and ROS Port only.
- (b) Silver CIR – available only with AT&T OPT-E-MAN Access and ROS Port only.

A ROS Silver CIR Port may be used with either Bronze or Silver CIR OPT-E-MAN Access. A ROS Bronze CIR Port may only be used with Bronze CIR OPT-E-MAN Access.

2.2 Bandwidth Information

- (a) Included in ROS is Vendor's Network Premises Equipment ("NPE"). The ROS demarcation between Vendor and Subscribing Entity(s) for LAN handoff ("ROS Interface") will be on the Subscribing Entity(s) side of the rack mounted NPE at the Vendor POP. ROS may connect only to OPT-E-MAN Access.

2.3 Implementation.

The Subscribing Entity(s) and Vendor will mutually agree upon a Scheduled Network Activation Date ("SNAD") on a location by location basis based on fiber availability, equipment availability and Subscribing Entity(s) availability to complete Initial Logical Network Configuration. The Subscribing Entity(s) may postpone implementation at any time prior to the Scheduled Network Activation Date and mutually agree with Vendor on a new SNAD. If the Subscribing Entity(s) cannot mutually agree with Vendor on a new SNAD, the Subscribing

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Entity(s) shall accept billing for the impacted Port(s) thirty (30) days after the new SNAD proposed by Vendor.

**2.4 Service Maintenance.**

Vendor may need to conduct service maintenance activities, which will necessitate a window of service downtime. Vendor realizes this will affect Subscribing Entity(s) operations and will provide appropriate prior notification, as well as schedule the maintenance activities during off-peak time periods upon reasonable notice to Subscribing Entity(s). There are no additional charges for Vendor maintenance services.

**3. [Reserved]**

**4. Fee Structure**

**4.1 Pricing.**

The Parties agree that all Pricing and ROS Service Options specified herein will be determined on an Individual Case Basis, quoted at the time of order. Pricing may not increase during the Service Term for the order.

**4.2 Service Enhancements and Cost Recovery Fee.**

Pricing components for MRC elements shall include the 2% Cost Recovery Fee and are required components of this Service. The Cost Recovery Fee is not E-Rate eligible, and will be itemized as a separate cost element on the invoice for the Service.

**4.3 Other Pricing Terms.**

*Special Construction Charge Information* – Special Construction charges will not apply to locations equipped with sufficient spare capacity of existing Vendor equipment and fiber facilities that meet the specifications of the requested service. Special Construction charges are determined based on the distance between the Vendor switching offices that support the requested service and the reusability by other Vendor customers of the equipment and fiber facilities being deployed to support the requested service. Special Construction Charges may apply in certain circumstances including but not limited to instances such as requests for additional diversity or build out to new areas.

Prior to a Subscribing Entity issuing a TSR order for service, Vendor will document in writing any Special Construction Charges associated with the order.

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4.4 Taxes.

If a Subscribing Entity is not exempt from the payment of federal, state or local taxes, the Subscribing Entity will be responsible for paying such taxes as required under Section 9.1 of the MSA.

4.5 Disconnection Charges.

- (a) A Subscribing Entity will pay Disconnection Charges if applicable under Sections 7.6 A and 8.4 B of the MSA as calculated in Section 4.5(b) below.
- (b) Disconnection Charges with respect to a ROS Port will be calculated by multiplying (i) the MRC by (ii) the number of months remaining in the Service Term selected by the Subscribing Entity by (iii) 50%.

For example, if the Service Term selected by a Subscribing Entity is 60 months and the MRC is \$500.00 for a 100Mbps ROS Port, then if the Subscribing Entity cancels the Service after 35 months, the Disconnection Charge will be calculated as follows:

$$(\$500.00) \times (25) \times (50\%) = \$6,250.00$$

- (c) If Vendor is unable to meet the agreed installation date (provided such failure is not due to the fault of the Subscribing Entity), within sixty (60) days after such agreed installation date, the Subscribing Entity and Vendor will either agree in writing upon a new installation date or the Subscribing Entity will cancel the Service Order. Except for a cancellation of a Service Order under the immediately preceding sentence, if a Subscribing Entity(s) cancels a ROS Port prior to installation being completed, the Subscribing Entity(s) will reimburse Vendor for all time and materials incurred prior to the effective date of termination, including any third party charges resulting from the termination and Special Construction Charges. The Subscribing Entity(s) must submit an order to cancel Service through the TSR. Disconnection Charges will not apply if a terminated Service Component is (i) replaced with an upgraded Service Component at the same Site, (ii) the term and associated total MRC for the new term of the replacement Service Component are equal to or greater than the term and associated total MRC for the remainder of the terminated Service Component, and (iii) the upgrade is not restricted in the applicable Service Publication. If Disconnection Charges are due in connection with a change in Service prior to the expiration of a Subscribing Entity's Service Term, Vendor may review the request for

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the replacement Services and may in its sole discretion elect to waive any Disconnection Charges otherwise due and payable by the Subscribing Entity –

**5. Service Enhancements**

**5.1 Standard Service Features.**

Vendor, through its AT&T Complex Managed Solutions group (“CMS”), will provide the Subscribing Entity(s) with the following enhancements to the services (the “Service Enhancements”) in support of the Services provided under this Service Attachment:

- (a) *Help Desk.* Vendor will provide a single point of contact through CMS for maintenance of the Services covered by this Service Attachment.
- (b) *Fault Management.* CMS will provide trouble ticket management with Vendor including:
  - (i) receiving and recording trouble tickets in Vendor’s online trouble ticketing system;
  - (ii) providing status updates to the Subscribing Entity (the person who reported the trouble) or his/her designee;
  - (iii) automatically escalating trouble tickets within Vendor as necessary;
  - (iv) monitoring trouble tickets to support compliance with SLA commitments; and
  - (v) closing trouble tickets in Vendor’s online trouble ticketing system after verifying Service availability with the Subscribing Entity.
- (c) *Personnel.* CMS will staff as necessary so that the Service Enhancements are provided in a timely manner in accordance with the SLA commitments set forth herein.
- (d) *Vendor Program Executive.* CMS will provide the Subscribing Entities with a single point of contact between the parties with respect to the management and operation of the Service Enhancements (the “AT&T Program Executive”). Responsibilities of the AT&T Program Executive include:
  - (i) engaging Vendor organizations as required or reasonably requested in connection with the performance of the Services hereunder;

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- (ii) maintaining the State's and the Subscribing Entity(s) satisfaction with Vendor and the Services;
- (iii) activating corrective action plans when performance standards are not met; and
- (iv) delivering timely management decisions as required or requested by the State or the Subscribing Entity(s).
- (e) *Quality Improvement Process Management.* CMS will be responsible for SLA reporting and tracking of all service levels and SLA Credits required under this Service Attachment.
- (f) *Customized Reporting.*

CMS will include reporting on ROS in the suite of monthly customized reports provided during the Vendors monthly performance meeting detailing Vendor's performance with Respect to the SLA and when applicable, SLA Credits.
- (g) *Issuance of Service Credits.* CMS will proactively request on behalf of the Subscribing Entity service credits for missed SLA's

**5.2 Trouble Ticket Log.**

Information from Vendor's web-based trouble ticket system's trouble log will be available to the Subscribing Entity.

**5.3 State Project Executive.**

The State will provide an official point of contact for CMS via the position of State Project Executive or his/her designee. The State Project Executive will be the State's liaison to CMS responsible for any day-to-day operations issues and decision-making. Unless the State indicates otherwise, this person will also serve in the same capacity under Attachment One.

**6. Service Levels**

**6.1 Service Level Agreement and Service Level Objective Requirements.**

- (a) Service Level Agreements ("SLAs") and Service Level Objectives ("SLOs") provided under this Service Attachment are as follows:

SLA 1: Service Outage

- (i) SLO 1: Circuit Installation

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- (ii) SLO 2: Routine Remote Changes (TSR Initiated)
- (iii) SLO 3: Mean Time to Restore ("MTTR")

Appendix 2 attached hereto sets forth a detailed description of each SLA and SLO.

**6.2 SLA Credits.**

SLA credits as set forth in Appendix 2 (the "SLA Credits") will apply. SLA Credits will be calculated and applied in accordance with the following:

- (a) SLA Credits will be calculated and issued on a per circuit basis only with respect to events with respect to which the Subscribing Entity has opened a trouble ticket with Vendor and the event is shown to be Vendor's fault (in each case a "SLA Fault").
- (b) SLA Credits shall be issued in the month following the occurrence of the event giving rise to the SLA Credit, and will be applied against current charges.
- (c) Vendor will issue SLA Credits with respect to affected circuits for which a trouble ticket has been opened as reported in the Vendor Monthly Performance Reports. The State will have the opportunity to audit and/or dispute such data.
- (d) Each circuit will be eligible for only one (1) Service Outage SLA Credit at the maximum level per month.
- (e) The total SLA Credits granted for all SLA failures with respect to any affected Service within any month shall not exceed the MRC for that affected Service for that month.
- (f) If Customer becomes entitled to receive an SLA credit from its access vendor pursuant to Service Attachment 1 as a result of any failure by that access vendor to meet the SLAs for Latency, PDR or Jitter set forth in Service Attachment 1, Vendor will provide a Service Credit of the same percentage against the MRC for the portion of the ROS Service connected to such access service whose use by the Customer was impaired by the failure of that access vendor to meet its SLA under Service Attachment 1.

**6.3 Exclusions for all SLAs and SLA Credits.**

Vendor shall have the right to exclude any of the following from its calculations of SLA Credits:

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- (a) events of Force Majeure as provided in Section 3.1 of the MSA;
- (b) the failures of any components beyond the Vendor's demarcation point;
- (c) data loss during Vendor's scheduled maintenance window;
- (d) data exceeding subscribed usage;
- (e) failures attributed to facilities or equipment provided by the Subscribing Entity or its contractors, equipment vendors or third party carriers; and
- (f) any type of Subscribing Entity network management functionality.

6.4 [RESERVED]

6.5 Persistent Breaches.

If with respect to a circuit, Vendor fails to meet the same SLA resulting in the issuance of a SLA Credit during each month of a three (3) consecutive month period ("Persistent Breaches"), the Subscribing Entity shall have a right to cancel the Service with respect to such circuit, provided that the Subscribing Entity provides written notice to Vendor of its intent to cancel hereunder within forty-five (45) days of the end of the last month of the Persistent Breaches. Cancellation of a circuit hereunder shall not require the payment of Disconnection Charges with respect to such circuit, but will require the payment of all accrued but unpaid monthly charges for such circuit.

**7. Other Terms and Conditions**

7.1 Service Orders.

All orders for Services hereunder ("Service Order") shall be initiated by the Subscribing Entity(s) via the TSR. Prior to a Subscribing Entity(s) issuing a TSR order for service, Vendor will provide a quote (a "Service Quote") in writing documenting (i) the Service Term, (ii) such other configuration requirements consistent with the terms hereof (including environmental requirements) and (iii) any Special Construction Charges associated with the order. The Subscribing Entity(s) will place each Service Order consistent with the Service Quote via the TSR System.

Any Subscribing Entity(s) placing a Service Order hereunder, shall at the time the Service Order is placed, and for that Service only, acknowledge and certify to the best of their knowledge that the total interstate traffic on the Services purchased hereunder will constitute ten percent (10%) or less of the total traffic on the Service ordered. .

7.2 Transition for Existing Subscribing Entity(s).

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All conversions of Service hereunder shall be processed by placing a Service Order via the TSR in order to move services and billing to this Service Attachment. The rates, charges and service level support as outlined in this Service Attachment will go into effect as of order completion. Service modifications may be required to comply with the terms and conditions of this Service Attachment and will be reasonably determined by Vendor on an individual case basis and will be communicated to the Subscribing Entity(s) in advance of any changes.

7.3 Configuration.

Services ordered hereunder shall be configured and Service Term shall be selected as set forth in each Service Order placed via the TSR.

7.4 Service Term.

Subject to the Term of the MSA and this Service Attachment, the State's rights of termination and renewal as set forth in the MSA and the Subscribing Entity's right to cancel the ordered Services in accordance with the MSA, the "Service Term" with respect to each Subscribing Entity placing a Service Order hereunder shall be the number of months of service selected and set forth in the Service Order. Upon expiration of the Service Term during the Term of the MSA, upon thirty (30) days prior notice to Vendor the Subscribing Entity will have the right to (a) renew the Services on the same terms and at the same rates for the duration of the renewed Service Term, (b) renew the Services and select a different Service Term under the terms and rates set forth herein (c) cease using the Service(s) (which will require Subscribing Entity to take all steps required by Vendor to terminate the Service(s)) or the Service Term or (d) continue using the Service(s) on a month-to-month service arrangement, at the rates in effect immediately prior to such expiration, with such rates being subject to change by Vendor upon at least 30 days prior written notice. If the Subscribing Entity fails to provide notice to Vendor hereunder, the Services will be continued on a month-to-month service arrangement, at the rates in effect immediately prior to such expiration, with such rates being subject to change by Vendor upon at least 30 days prior written notice. If the MSA or this Service Attachment terminates or expires in accordance with the terms of the MSA, then any Service ordered under this Service Attachment that extends beyond the term of this Service Attachment and/or the MSA shall also terminate unless the Subscribing Entity(s) elects in writing to extend the Services provided hereunder up to an additional one year period as provided in Section 1.10 of the MSA, in which case the use of the Service by the Subscribing Entity so electing will continue to be governed by the terms and conditions of the MSA and this Service Attachment.

7.5 Renewal.

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Notwithstanding the terms of the MSA, renewal of this Service Attachment for purposes of placing and accepting new orders under it will be subject to the mutual agreement of the State and Vendor if the Subscribing Entities fail to have at least 500 active OPT-E-MAN circuits installed and/or ordered, as identified in Service Attachment One, as of May 15th of the last year of the then current Term. If this Service Attachment is not renewed for purposes of placing and accepting new orders under it, then Subscribing Entities that have OPT-E-MAN circuits that are installed and/or ordered as of the date of nonrenewal shall continue to receive Services hereunder in accordance with this Service Attachment for the remainder of the then current Service Term applicable to such circuits, but no new orders may be placed under this Service Attachment.

## **8. Definitions**

The definitions contained in this section have been organized into the following categories:

- Service Specific
- General
- Technical

### **8.1 Service Specific**

A "Recurring Outage" means any circuit that has three (3) or more occurrences of a complete failure of the circuit to function, each lasting four (4) hours or more within one calendar month.

### **8.2 General**

The following definitions provide additional information regarding the services described herein:

- **LATA** - Local Access and Transport Area, is a geographical and administrative area that is the responsibility of a Local Exchange Carrier ("LEC").
- **IntraLATA** - Refers to a communication, data or voice, which does not cross a LATA boundary.
- **InterLATA** - Refers to communication, data or voice, from one LATA to another, which can be within a state or from state to state (interstate).

### **8.3 Technical:**

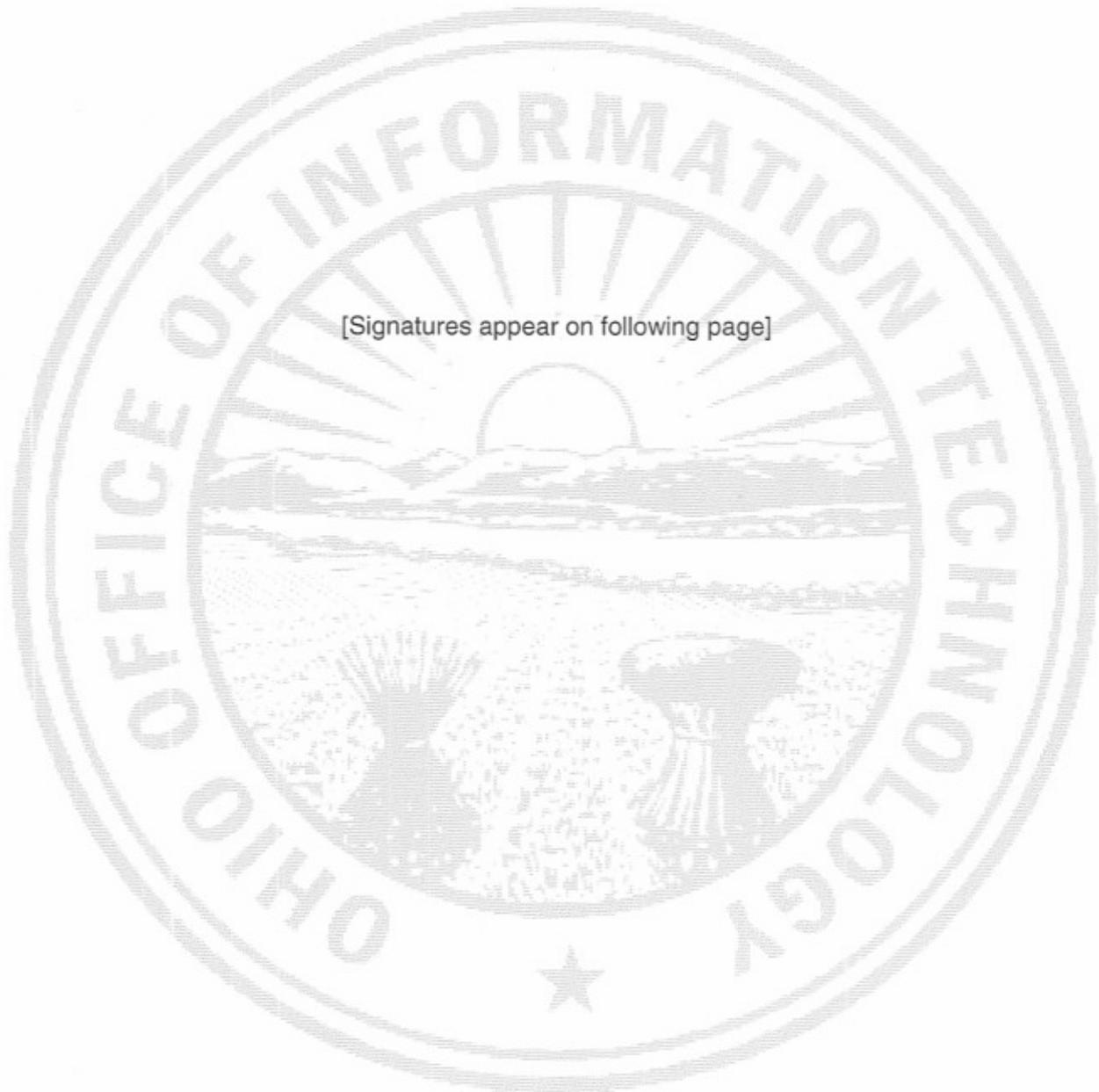
The following definitions provide additional technical information regarding the services described herein:

- **PE/7609 Node** - Core Ethernet switch model currently used as part of AT&T network.

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- **Demarcation Point** - The point at which operational control or ownership of communications facilities changes from one organizational entity to another.



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IN WITNESS WHEREOF, the Parties have executed this Service Attachment which shall be effective on the date signed by the State.

**AT&T CORP.**

**THE DEPARTMENT OF ADMINISTRATIVE  
SERVICES, OFFICE OF INFORMATION  
TECHNOLOGY ("OIT") ON BEHALF OF  
THE STATE OF OHIO**

*Gabriela Ratulowski*

GABRIELA RATULOWSKI  
LEAD - CUSTOMER CONTRACTS

Signature

Printed Name

Title

4/8/10

Date

Vendor Document Reference Information

1003 mm7934 1-CUDSWC ICBPS: 201703 03/23/10

*Hugh Quill*

Signature

*Hugh Quill*

Printed Name

*Director, Dept. Administrative Services*

Title

5/20/10

Effective Date

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**APPENDIX 1**

**COMPONENT DETAIL**

---

Appendix 1 provides additional information referenced as Component Detail and Included Services, which further defines service elements and requirements for the local access services used to connect to ROS.

**Local Access to ROS**

ROS Service requires access service (purchased separately by Customer under Service Attachment 1 to enter the ROS backbone. The supported access service is OPT-E-MAN.

**ROS Backbone Components**

- ROS – Port/CIR
  - A ROS Port is required when traffic needs to traverse LATA boundaries
  - ROS Ports are selected by Class of Service and speed required

**Included Services**

ROS is a backbone service connecting different access networks. Interface to ROS is the port at the AT&T POP to which the access service connects. The ROS CIR must be sized to account for the Subscribing Entity(s) expected information rate. Effective throughput of that CIR may be impacted by the nature of the access service connecting to ROS.

Prior to ROS installation, Subscribing Entity(s) may identify multiple, mutually exclusive virtual networks within ROS. ROS will separate such networks by AT&T assigned VLAN.

AT&T will proactively monitor the ROS network on a 7x24 basis to identify network connectivity status. Problems will be isolated to the AT&T ROS network components or the Subscribing Entity(s) side of the ROS Interface. Subscribing Entity(s) will be notified when alarms indicate connectivity has been lost and service problems with the AT&T network components will be managed to resolution.

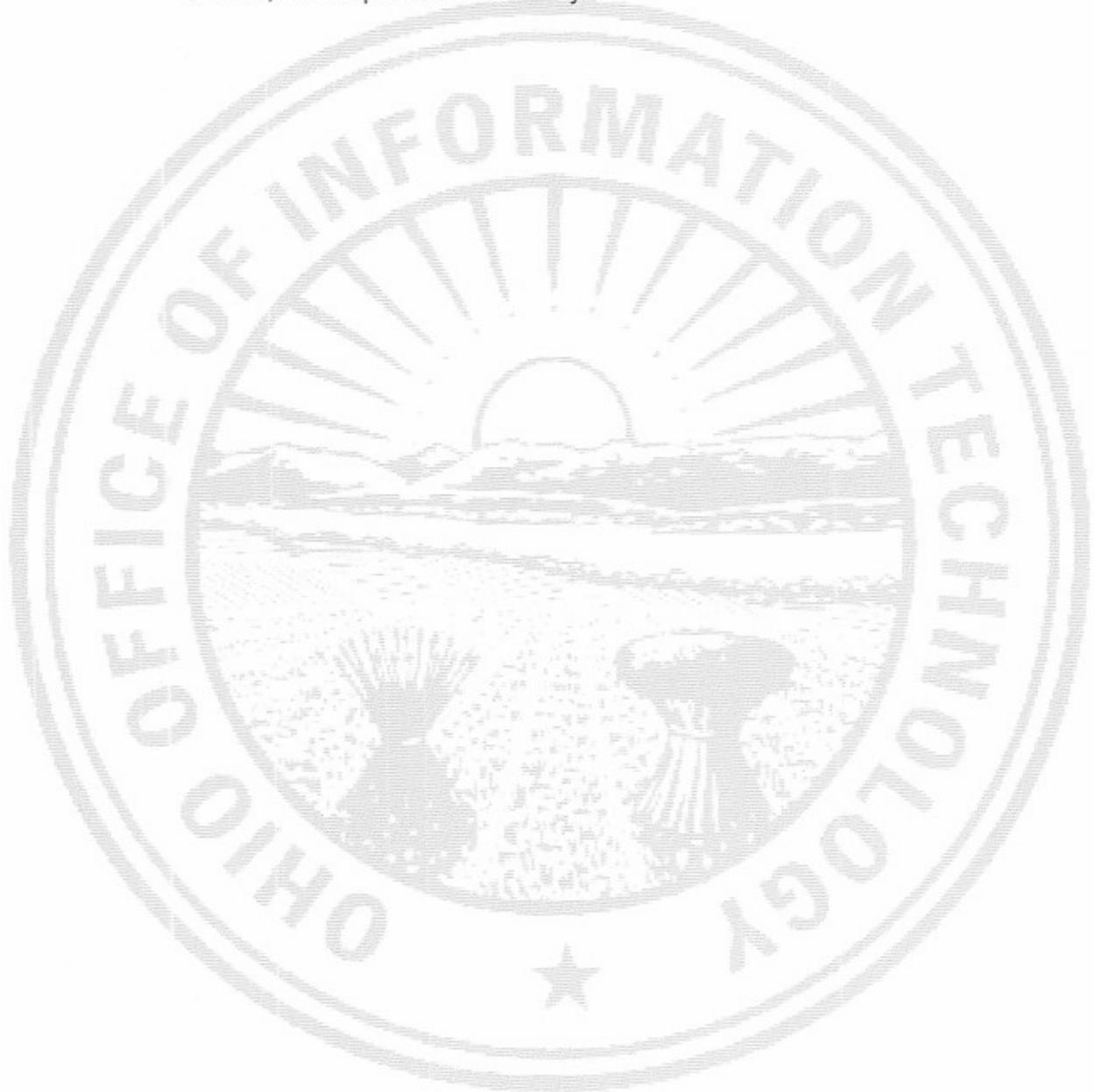
ROS includes the following installation and maintenance features:

- Installation of ROS will be provided during normal business hours, Monday to Friday, 8:00 AM to 5:00 PM Local Time. Installation performed outside of normal business hours will incur additional charges.
- A service implementation manager will be available to handle Customer inquiries and requests during installation.
- AT&T will provide maintenance and repair coverage 24 hours per day, seven days per week.

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- A toll-free number and appropriate escalation procedure will be provided for maintenance calls.
- In the event of a concern regarding ROS, the Customer may contact AT&T using the 24X7 toll-free trouble reporting number. At that time, AT&T will log the trouble report, investigate and correct problems, if any, in the AT&T network, and dispatch as necessary.



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**APPENDIX 2**

**SERVICE LEVEL AGREEMENTS/OBJECTIVES**

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Appendix 2 provides a definition of and performance standards for each GOS with respect to the SLAs/SLOs as described in Section 6 of this Service Attachment and the calculation of the SLA Credits with respect to each SLA. ROS is a private line, non-packet switched network and is not subject to packet congestion or dropped packets as in a switched network. Latency on an ROS enabled circuit should not be greater than the sum of the two OEM ports associated with the ROS connection. Therefore the only SLA associated with the service is Service Outage.

**SLA 1 – Service Outage**

Definition – Subject to the exclusions and qualifications set forth in this Service Attachment, a “Service Outage” shall mean:

a failure of a circuit to function that is reported to AT&T by the Subscribing Entity opening a trouble ticket not otherwise caused by the negligence of the Subscribing Entity or the Subscribing Entity’s end user.

Upon the occurrence of a Service Outage, then the Subscribing Entity will be eligible to receive a SLA Credit under the Service Outage SLA Credit table based on the time period that elapses between the Subscribing Entity’s report of the trouble to Vendor and Vendor’s closing of the trouble ticket upon restoration of the Service.

**SLO 1 - Circuit Installation**

Definition – A request for service to be installed or reconfigured in such a way that requires a physical alteration to any component of the service or requires a person to be at the Subscribing Entity location as part of the test and turn-up procedure.

Performance Standard – For all Grade of Service options the target standard is to complete circuit installation by the mutually agreed upon due date established on location by location basis based on fiber availability & equipment availability.

**SLO 2 - Routine Remote Changes (TSR Initiated)**

Definition –A request for service upgrade or configuration change that only requires alteration to a software component of the service and does not require a person at the Subscribing Entity location to initiate the change.

Emergency Changes - An unpredictable telecommunications need to satisfy and maintain government services at any time or location (i.e. catastrophic event, court mandates and/or newly installed critical application) may require an emergency change.

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Performance Standard – For all Grade of Service options the target standard is to complete requested changes within 14 Calendar Days for standard changes and 96 Hours for emergency changes.

**SLO 3 - Mean Time to Restore**

Definition –Mean Time to Restore (“MTTR”) is defined as the time interval between initial trouble ticket request being opened by Vendor support center to the time the trouble ticket is closed by the Vendor support center after trouble resolution.

The MTTR objective for all GOS options is 4 hours.

**Service Credits:**

**Service Credit - Service Outage:**

In the event of a Service Outage, the following SLA Credits will apply and be issued with respect to the affected ports for the month in which the Service Outage occurred (subject to the exclusions and qualifications set forth in this Service Attachment).

Per Service Outage	Percentage Credit
30 minutes to 4 hours	5% of MRC
4 hours to 8 hours	10% of MRC
8 hours to 12 hours	25% of MRC
12 hours to 24 hours	50% of MRC
Over 24 hrs or Recurring	100% of MRC