

SERVICE ATTACHMENT 15 TO THE MASTER SERVICE AGREEMENT

APPENDIX B

AT&T Business Service Guide**AT&T VPN Service**

Excerpt from AT&T VPN Business Service Guide as of August 11, 2017 as an Exhibit to the Pricing Schedule/Service Attachment for State of Ohio Department of Administrative Services.

The use of "Subscriber" and "Subscriber Site" within this document is the equivalent of "Customer" and "Customer Site" as defined in AT&T Business Service Guide General Provisions and Glossary and as used elsewhere in the AT&T VPN Service Guide and other associated AT&T documents.

Stabilization of Service Level Agreement

In the event of any SLA not contained herein, the posted Service Guide, which is incorporated in the AT&T VPN Pricing Schedule/Service Attachment, shall take precedence.

- A. Stabilization of Service Level Agreements: On the Effective Date of the Pricing Schedule/Service Attachment signature date, the SLA Terms published in the AT&T Service Publication, as described in the Pricing Schedule/Service Attachment section 1, shall be stabilized upon installation of the Service during the Pricing Schedule/Service Attachment Term ("Stabilized SLA"), unless a More Favorable SLA Term applies for Ethernet Premium Access
- B. SLA Exclusions: These are not stabilized and may change during the Pricing Schedule/Service Attachment Term SLA Exclusions and Limitations are listed here in *Italics* for illustrative purposes only, applicable SLA Exclusions and Limitations terms will be found in the then current AT&T VPN Service Guide.

AT&T is not responsible for failure to meet an SLA resulting from:

- *Negligent conduct or misuse by Customer or users of the Service;*
- *Failure or deficient performance of power, equipment, CPE, inside wiring, services or systems not provided/maintained by AT&T;*
- *Delivery or Jitter SLAs during periods when both sites in the site pair are available and meet the requirements in the General SLA Terms;*
- *Customer requested or caused delays or Customer's election to not release a Service Component for testing and/or repair;*
- *Service interruptions, deficiencies, degradations or delays:*
 - *Due to access lines or CPE not provided by AT&T;*
 - *During any period in which AT&T or its agents are not provided access to the premises where access lines associated with the Service are terminated or AT&T CPE is located;*

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- *During any period when a Service Component is removed from service by AT&T for maintenance or upgrade of the Service or a Service Component during a scheduled maintenance window (schedules are available on the Business Reports & Information application on the Web Portal) or upon prior notice by AT&T,*
- *During any period when a Service Component is removed from service by AT&T for replacement, rearrangement, or for the implementation of a Customer order;*
- *Force Majeure conditions, including but not limited to cable cuts.*

SLAs do not apply if Customer and AT&T agree to another remedy for the same interruption, deficiency, degradation, or delay affecting the Service Component subject to the SLA.

For all SLA claims, if the same occurrence causes AT&T to fail to meet more than one SLA applicable to a Customer Site, Customer is eligible to receive a credit under only one SLA. Additionally, Customer may receive:

- *Only one credit in any calendar month for a failure by AT&T to meet any of the Network Latency, Network Data Delivery and Network Jitter SLAs applicable in or between a Region;*
- *Credits for an affected Customer Site in a given month totaling no more than the total Covered Service Monthly Charges for the Site that month.*

- C. Stabilization of custom terms: Only the custom terms described herein are stabilized.
- D. More Favorable SLA Term: A More Favorable SLA Term is an SLA published in the Service Guide that is more favorable to Subscribing Entity than the corresponding Stabilized SLA and shall apply in lieu of the Stabilized SLA.
- E. SLA Claims Process: If there is an SLA objective degradation from the AT&T VPN Service Guide as of the Effective Date of the Pricing Schedule/Service Attachment Customer should use the standard process for submitting SLA claims described in the AT&T VPN Service Guide into the Web Portal (AT&T BusinessDirect® (<https://www.businessdirect.att.com>) or Business Center (www.businesscenter.att.com)) but should mark those claims as "Stabilized SLA" in the notes field.

Service Level Agreements

SLA-1. General SLA Terms

Section Effective Date: 14-Mar-2013

AT&T has established performance objectives for the Service. While AT&T does not guarantee performance objectives, AT&T will provide credits to an eligible Subscribing Entity when a performance objective is not met. If a SLA states that a Subscribing Entity is eligible for a SLA

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credit, this means that the Subscribing Entity is eligible subject to the terms, definitions and any exclusions or limitations stated herein.

SLA-1.1. Definitions

Section Effective Date: 13-Jul-2015

Covered Service Monthly Charges means:

- the monthly charges for an affected MPLS Port at the Subscribing Entity Site,
- the monthly charges for Optional Features associated with the MPLS Port at an impacted Subscribing Entity Site, including charges for affected features such as Class of Service “Regions” for purposes of the SLAs means the countries listed in the SLA Regions and Country Table.

“Groups” for purposes of the SLAs means the countries listed in the Group and Country Table.

“Transport” when used in reference to a Service Level Agreement refers to a Site not supported by the Managed CSU-Probe Feature or the Managed Router Feature.

SLA-1.1.1. SLA Region and Country Table

Section Effective Date: 28-Jan-2015

SLA Region and Country Table	
Region	Countries
United States (US)	US

SLA-1.1.5. Claims Process

Section Effective Date: 19-Sep-2014

In order for a Subscribing Entity to be eligible to receive a credit under a SLA:

- The credit request must be submitted by the end of the month following the month in which the provisioning was completed or the performance objective failure occurred.
- A trouble ticket must be opened with respect to the trouble or service deficiency causing AT&T to miss a performance objective; except that trouble tickets need not be opened for Subscribing Entity to be eligible for SLA credits under Network Latency, Network Data Delivery, and Network Jitter SLAs, and On-Time Provisioning SLAs. Subscribing Entity is required to open a trouble ticket in order to be eligible for SLA credits for the:
 - MPLS Port Data Delivery SLA;

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- MPLS Port -to-MPLS Port Latency SLA;

Subscribing Entity must submit a credit request in writing to the AT&T SLA Administration Center via AT&T Business Direct®. Each request for a credit must include the AT&T eMaintenance ticket number(s) or the On-Time Provisioning order number. For Network SLAs, no trouble ticket number is required.

SLA-3. Latency

Section Effective Date: 02-Dec-2014

"Latency" is the interval of time it takes for test packets of data to travel from the source end point (MPLS Port, Managed CPE, Site, etc.) to the destination end point and back again.

SLA-3.1. Network Latency SLA

Section Effective Date: 22-Jul-2016

The performance objectives for the Network Latency SLA are for the Network Latency within Regions to be no greater than the latencies set forth in the Network Latency Performance Objectives Table.

If AT&T does not meet this performance objective in a given calendar month, Subscribing Entity is eligible for a Network Latency SLA credit equal to 1/30th of Customer's total discounted Covered Monthly Charges for Sites in the United States.

"Network Latency" is a monthly measure of the AT&T network-wide delay within the Region, which is the average interval of time it takes during the applicable calendar month for test packets of data to travel between selected pairs of AT&T Network Nodes within the Region. Specifically, the time it takes test packets to travel from one AT&T Network Node in a pair to another and back is measured for selected pairs of AT&T Network Nodes in the Region over the month. Latency for the month is the average of these measurements. The actual Network SLA results can be viewed from the Global Performance Reporting tool on the Web Portal.

SLA-3.2. Network Latency Performance Objectives Table

Section Effective Date: 14-Mar-2013

Network Latency Performance Objectives Table	
Region	Performance Objectives
United States	37 ms

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SLA-3.3. Transport MPLS Port-to-MPLS Port Latency SLA*Section Effective Date: 22-Jul-2016*

The performance objectives for the MPLS Port-to-MPLS Port Latency SLA are for the MPLS Port-to-MPLS Port Latency to be no more than the latencies set forth in the SLA Target Lookup tool on the Web Portal.

If Subscribing Entity reports that an MPLS Port pair does not meet the performance objective, AT&T's testing verifies that the MPLS Port pair does not meet the performance objective and AT&T fails to remedy the problem within thirty (30) calendar days, Subscribing Entity is eligible for an MPLS Port-to-MPLS Port Latency SLA credit in an amount equal to 10% of Customer's discounted Covered Monthly Charges for the affected Sites.

"MPLS Port-to-MPLS Port Latency" is the interval of time it takes for a test packet to travel from the ingress MPLS Port to the egress MPLS Port and back again, measured when the MPLS Ports are not being used to transmit any other data.

SLA-4. Data Delivery*Section Effective Date: 02-Dec-2014*

"Data Delivery" is the ratio (shown as a percentage) of test packets of data actually received at the destination end point to attempted test packets of data transmitted from the source end point.

SLA-4.1. Network Data Delivery SLA*Section Effective Date: 22-Jul-2016*

The performance objectives for the Network Data Delivery SLA are for the Network Data Delivery percentages within and between Regions to be no less than those set forth in the Network Data Delivery Performance Objectives Table.

If AT&T does not meet this performance objective in a given calendar month, Subscribing Entity is eligible for a Network Data Delivery SLA credit equal to 1/30th of Customer's total discounted Covered Monthly Charges for the Sites in the United States.

The "Network Data Delivery Percentage" for a Region is the average Data Delivery percentage for that month for all selected pairs of AT&T Network Nodes in the Region calculated by dividing Data Received by Data Delivered and multiplying by 100.

"Data Delivered" is the number of test packets of data delivered in a month by AT&T to an ingress router at an AT&T Network Node in a Region for delivery to an egress router at another specific AT&T Network Node in the Region.

"Data Received" is the number of such test packets of data that are actually received by the egress router at the other AT&T Network Node in the Region. The actual Network SLA results can be viewed from the Global Performance Reporting tool on the Web Portal.

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SLA-4.2. Network Data Delivery Performance Objectives Table*Section Effective Date: 14-Mar-2013*

Network Data Delivery Performance Objectives Table	
Within Region	Performance Objective
United States	99.95%

SLA-4.3. Transport MPLS Port Data Delivery SLA*Section Effective Date: 16-Dec-2013*

The performance objective for the Transport MPLS Port Data Delivery SLA is for the MPLS Port Data Delivery percentage for Customer's VPN to be no less than 99.9%. If Subscribing Entity reports that MPLS Port Data Delivery does not meet the performance objective, AT&T's testing verifies that AT&T does not meet the performance objective and AT&T fails to remedy the problem within thirty (30) calendar days, Subscribing Entity is eligible for a MPLS Port Data Delivery SLA credit in an amount equal to 10% of Customer's discounted Covered Monthly Charges for two of the affected Sites.

The MPLS Port Data Delivery percentage is calculated by dividing Data Received by Data Delivered during AT&T's testing and multiplying the result by 100.

"Data Delivered" is the total number of packets of data transmitted to all MPLS Ports in Customer's VPN.

"Data Received" is the total number of packets of data received by all MPLS Ports in Customer's VPN.

SLA-5. Jitter*Section Effective Date: 02-Dec-2014*

"Jitter" refers to the Mean Packet to Packet Delay Variation (MPPDV) between a Qualifying Pair and is measured one way between the source and destination end points.

SLA-5.1. Network Jitter SLA*Section Effective Date: 08-Nov-2016*

The performance objective for the Network Jitter SLA is for Network Jitter in a given month to be no more than the jitter set forth in the Network Jitter Performance Objectives Table.

If AT&T does not meet this performance objective, Subscribing Entity is eligible for a Network Jitter SLA credit equal to 1/30th of Customer's total discounted Covered Monthly Charges for the Sites in the United States. "Network Jitter" is a monthly measure of the AT&T Network-wide IP packet delay variation within the applicable Region, which is the average difference in the interval

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of time it takes during the applicable calendar month for selected pairs of test packets of data in data streams to travel between pairs of AT&T Network Nodes in the Region. Specifically, the difference in time it takes a selected pair of test packets in a data stream to travel from one AT&T Network Node in a pair to another is measured for selected pairs of AT&T Network Nodes in the Region over the month. One of the test packets in the selected pair will always be a packet in the data stream that takes the least time to travel from one AT&T Network Node in a pair to another. VPN Network Jitter for the month is the average of these measurements. The actual Network SLA results can be viewed from the Global Performance Reporting tool on the Web Portal.

SLA-5.2. Network Jitter Performance Objectives Table*Section Effective Date: 14-Mar-2013*

Network Jitter Performance Objectives Table	
Region	Performance Objectives
United States	1.0 ms

SLA-6. Site Availability/Time to Restore SLA*Section Effective Date: 16-Jul-2016*

The performance objective for the Site Availability/Time to Restore SLA is for the AT&T VPN Site Availability to be 100%. If AT&T does not meet this performance objective, Subscribing Entity is eligible for a Site Availability/Time to Restore SLA credit for each Outage equal to the Customer's total discounted Covered Monthly Charges for the affected MPLS Port, multiplied by a percentage based on the duration of (Time to Restore) the Outage, as set forth in the Site Availability/Time to Restore SLA Credit Table in accordance with to the Country Groups shown in the Site Availability/Time To Restore SLA Country Group Table.

"Outage" means an occurrence within the AT&T Network (including Managed CPE) and/or the AT&T-provided access that results in the inability of Subscribing Entity to transmit or receive IP packets for more than one minute.

Measurement of an Outage for SLA credit purposes begins when a trouble ticket is opened by AT&T Customer Care and Subscribing Entity releases the affected Service Component(s) to AT&T (when it is necessary for AT&T to diagnose and/or restore a Service Component into use) and ends when AT&T Customer Care makes its first attempt to notify Subscribing Entity that the problem has been resolved and the Service Components are restored and available for Subscribing Entity to use.

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SLA-6.1. Site Availability/Time to Restore SLA Credit Table

Section Effective Date: 15-Aug-2016

Time to Restore Outage		Group
Equal to or Greater than:	to Less than:	Group 1
1 Minute	2 Hours	3.30%
2 Hours	4 Hours	10.00%
4 Hours	8 Hours	25.00%
8 Hours	16 Hours	50.00%
16 Hours		100.00%

Custom Termination of AT&T VPN Site for Consecutive SLA Failures

1.1.1. A “Chronic Service Failure” occurs when:

1.1.1.a. AT&T fails to meet an overall monthly AT&T VPN Site Availability as defined below for Service Level performance objective for three (3) consecutive months; or,

1.1.1.b. AT&T fails to meet the Transport Latency SLA performance objective(s) for defined Site pairs for three (3) consecutive months and for each month that AT&T fails to meet the performance objective,

1.1.1.b.1. A trouble ticket must be opened with respect to the trouble or service deficiency causing AT&T to miss a performance objective;

1.1.1.b.2. Subscribing Entity submits to AT&T the AOTS trouble tickets indicating AT&T’s failure to meet the performance objective with repetitive ping testing results, and

1.1.1.b.3. Subscribing Entity shows that the Customer’s operations have been impacted because of AT&T’s failure to meet the performance objectives;

1.1.2. Upon the occurrence of a Chronic Service Failure, Subscribing Entity may terminate the AT&T VPN Site. If Subscribing Entity elects to terminate the Site for Chronic Service Failure, Subscribing Entity will not be liable for payment of Termination Charges.

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1.1.3. Subscribing Entity shall exercise its right to terminate for Chronic Service Failure by written notice to AT&T within thirty (30) days after the end of the third month of the Chronic Service Failure Period. Subscribing Entity shall be deemed to have waived the right to terminate for Chronic Service Failure if Subscribing Entity fails to exercise the right in a timely manner.

Site Availability Table	
Group	Site Configuration
	No Backup Single Access / Single CSU
Group 1	99.90%