



**Nitel**  
**AT&T MPLS Service Level Agreement**

**SLA-1. General AT&T VPN SLA Terms**

AT&T has established performance objectives for AT&T VPN. While AT&T does not guarantee performance objectives yet, AT&T will provide credits to an eligible Customer when a performance objective is not met. If an SLA states that a Customer is eligible for an AT&T VPN SLA credit, this means that Customer is eligible subject to the terms, definitions and any exclusions or limitations stated herein.

In order for a Customer to be eligible to receive a credit under an AT&T VPN SLA:

- 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 Customer to be eligible for credits under Network Latency, Network Data Delivery, and Network Jitter SLAs, and On-Time Provisioning SLAs. If AT&T has not opened a trouble ticket for a trouble or service deficiency, Customer may be required to open a trouble ticket in order to be eligible for an SLA credit.

- Customer must submit a credit request in writing to [disputes@nitelusa.com](mailto:disputes@nitelusa.com). Each request for a credit must include the trouble ticket number(s) or the On-Time Provisioning USO (AT&T VPN customers) or Service Request number (AT&T VPN with Managed Router customers). To be eligible for outage credit, Customer's written request for Outage Credits must be submitted, within fifteen (15) calendar days from the date the Outage occurs, to Nitel at: Nitel Billing Department, [disputes@nitelusa.com](mailto:disputes@nitelusa.com).

If the same occurrence causes AT&T to fail to meet more than one SLA applicable to a Customer MPLS Port or Site, Customer is eligible to receive a credit under only one of the following SLAs:

- VPN Data Delivery SLA;
- MPLS Port -to-MPLS Port Latency SLA;
- MPLS Site-to-MPLS Site Latency SLA;
- MPLS Site-to-MPLS Site Data Delivery SLA; or
- MPLS Site-to-MPLS Site Jitter SLA.

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 any MPLS Port at a Customer Site in a given month totaling no more than the total Covered AT&T VPN Monthly Charges for such MPLS Port for that month.

**SLA-1.1. Definitions**

- "Covered AT&T VPN Monthly Charges for an MPLS Port" means:
  - o the monthly charges for MPLS Ports at the affected Customer Site, and
  - o the monthly charges for MPLS DSL Connections and MPLS DSL Ports (where expressly made applicable in an AT&T VPN SLA description); and
  - o the monthly charges for Optional Features, including any Managed Router feature changes, associated with the MPLS Port at the affected Customer Site.
- "Regions" for purposes of the AT&T VPN SLAs means the countries listed in the AT&T VPN SLA Regions and Country Table.
- "Groups" for purposes of the AT&T VPN SLAs means the countries listed in the AT&T VPN Group and Country Table.
- "Qualifying Pair" means two AT&T VPN Sites selected by the Customer and accepted by AT&T for the purpose of measuring compliance with site-to-site performance obligations for latency, data delivery, and jitter between the selected pair of Sites. To be considered a Qualifying Pair, Customer must order and install the Managed Router Feature at each Site in the Qualifying Pair. Sites designated as a Qualifying Pair are not eligible for VPN Data Delivery or MPLS Port-to-MPLS Port Latency SLAs.

**SLA-1.1.1. AT&T VPN SLA Region and Country Table**

AT&T VPN SLA Region and Country Table	
Region	Countries*
United States (US)	US
Europe	Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Spain, Sweden, Switzerland, United Kingdom



**Nitel**  
**AT&T MPLS Service Level Agreement**

AT&T VPN SLA Region and Country Table	
Region	Countries*
EMEA	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Israel, Italy, Luxembourg, Netherlands, Norway, Pakistan, Poland, Portugal, Qatar, Romania, Russia, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Turkey, United Arab Emirates, United Kingdom
Asia Pacific	Australia, China, Hong Kong, India, Indonesia, Japan, Malaysia, New Zealand, Philippines, South Korea, Singapore, Taiwan, Thailand, Vietnam
Canada	Canada
Central and Latin America (CALA)	Argentina, Brazil, Chile, Colombia, Ecuador, Mexico, Panama, Peru, Venezuela
Notes:	
* AT&T VPN may not currently be available in all countries listed.	

Cross References

[SD-1.1. Geographic Availability](#)

**SLA-1.1.2. AT&T VPN SLA Group and Country Table**

AT&T VPN SLA Group and Country Table	
Group	Country
Group 1	Austria, Australia, Belgium, Canada, Czech Republic, Denmark, Finland, France, Germany, Hong Kong, Ireland, Italy, Japan, Luxembourg, Netherlands, New Zealand, Norway, Singapore, Spain, Sweden, Switzerland, United Kingdom, United States
Group 2	Argentina, Bulgaria, Columbia, Cyprus, Greece, Hungary, Israel, Mexico, Poland, Portugal, South Korea, Taiwan
Group 3	Brazil, Chile, Croatia, Ecuador, Panama, Peru, Philippines, Romania, Russia, Slovenia, Slovakia, South Africa, Venezuela
Group 4	China, India, Indonesia, Malaysia, Qatar, Thailand, Turkey
Group 5	Pakistan, United Arab Emirates, Vietnam
Notes:	
* AT&T VPN may not currently be available in all countries listed.	

Cross References

[SD-1.1. Geographic Availability](#)

**SLA-1.1.3. AT&T VPN SLA Eligibility Table**

AT&T VPN SLA Eligibility Table		
SLA	AT&T VPN	AT&T VPN with Managed Router Feature
Site Availability / Time to Restore	Yes	Yes*
On Time Provisioning	Yes	Yes
MPLS Port to MPLS Port Latency and VPN Data Delivery	Yes	No
MPLS Site to MPLS Site (Latency, Data Delivery, and Jitter)	No	Yes
Network (Latency, Data Delivery, and Jitter)	Yes	Yes
Notes:		
* Additional crediting tiers apply depending on the resiliency option at the AT&T VPN with Managed Router Feature.		



## Nitel AT&T MPLS Service Level Agreement

### SLA-1.1.4. SLA Exclusions

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

- negligent conduct or misuse by Customer or Users of AT&T VPN;
- failure or deficient performance of power, equipment, services or systems not provided by AT&T;
- 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 afforded access to the premises where access lines associated with AT&T VPN are terminated or AT&T CPE is located;
  - during any period when a Service Component is removed from service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer order; or
  - during any period when AT&T is unable to investigate and/or repair a trouble affecting a non-US Service Component due to the hours of operation of the local access provider in the country where Customer reports the trouble.
- Force Majeure conditions;

AT&T VPN 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.

AT&T VPN SLAs for MPLS Port-to-MPLS Port Latency and VPN Data Delivery do not apply:

- to Sites where Customer has ordered MPLS DSL Access Connections, ADSL Line Shared Connections, or MPLS DSL Ports;
- to Sites that are Qualifying Pairs.

### SLA-1.1.5. Validation of Site-to-Site Latency, Site-to-Site Data Delivery, and Site-to-Site Jitter SLA Claims

Validation of the first three (3) Site-to-Site Latency, or the first three (3) Site-to-Site Data Delivery or the first three (3) Site-to-Site Jitter SLA claim requests for the same Qualified Site Pair during a six (6) month rolling period will be based on the average monthly performance metrics reported in the 'Average' column of the Customer's Site to Site reports. Beginning with the fourth Site to Site Latency, or the fourth Site to Site Data Delivery, or the fourth Site to Site Jitter SLA claim request for the same Qualified Site Pair in a rolling six (6) month period, AT&T will base validation of these claims on the monthly metrics published in the 'Adjusted' column in these reports.

The metrics published in the 'Average' column account for all port utilization during the month. The metrics published in the 'Adjusted' column eliminate measurements taken during periods of excess port utilization which can increase the Customer's Latency, Data Delivery and Jitter. The metrics are incorporated by reference into this Service Guide.

### SLA-1.1.6. Use of Alternate Service

If Customer elects to use another means of communications during the period of interruption, Customer must pay the charges for the alternative service used.

### SLA-2. AT&T On-Time Provisioning SLA

The performance objective for the AT&T VPN On-Time Provisioning SLA is to complete installation of a new AT&T VPN Service Component including AT&T-provided access lines connected to such Service Component by the applicable Due Date. If AT&T does not meet this performance objective, Customer may elect one of the following remedies:

- cancel the order at no charge; or



## Nitel AT&T MPLS Service Level Agreement

- receive a credit equal to one month's discounted monthly recurring charge for the AT&T VPN Service Component(s) that is not installed on time, after the installation is completed.

For AT&T VPN with Managed Router, the On-Time Provisioning SLA applies to the following physical MACDs:

- Moves
- Add the Managed Router feature to existing AT&T VPN
- Add router cards to router
- Resiliency
- Disconnect router or router/port

The performance objective is to complete the above-listed physical MACDs by the applicable Due Date. If AT&T does not meet this performance objective, Customer may receive a credit equal to 50% of the one time charge for the physical MACD.

If AT&T agrees to expedite an order for a Service Component, the AT&T VPN On-Time Provisioning SLA applies to the original Due Date provided by AT&T, not the expedited date.

### SLA-3. Latency

AT&T provides AT&T VPN Latency SLAs for Network Latency and MPLS Port-to-MPLS Port Latency, and MPLS Site-to-MPLS Site Latency.

#### SLA-3.1. AT&T VPN Network Latency SLA

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

If AT&T does not meet this performance objective in a given calendar month, Customer is eligible for an AT&T VPN Network Latency SLA credit equal to 1/30th of Customer's total discounted Covered AT&T VPN Monthly Charges for MPLS Ports in the affected Region for that month.

"AT&T VPN 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.

#### SLA-3.2. AT&T VPN Network Latency Performance Objectives Table

AT&T VPN Network Latency Performance Objectives Table	
Region	Performance Objective
United States*	37 ms
Canada	70 ms
CALA	200 ms
Europe	30 ms
EMEA	45 ms
Asia Pacific	80 ms
Between Regions	
Asia Pacific to US West Coast	155 ms
Asia Pacific to Europe	245 ms
Europe to US East Coast	95 ms
Europe to US West Coast	175 ms

\*Measurements for the US Region include Sites located within the US Mainland only, but will be used to determine credits for US Sites generally (including Hawaii, Puerto Rico and the Virgin Islands).

#### SLA-3.3. AT&T VPN MPLS Port-to-MPLS Port Latency SLA

The performance objectives for the AT&T VPN MPLS Port-to-MPLS Port Latency SLA are for the AT&T VPN MPLS Port-to-MPLS Port Latency to be no more than the latencies set forth in the AT&T VPN MPLS Port-to-MPLS Port Latency Performance Objectives Table. If Customer 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



Nitel

### AT&T MPLS Service Level Agreement

objective and AT&T fails to remedy the problem within thirty (30) days, Customer is eligible for an AT&T VPN MPLS Port-to-MPLS Port Latency SLA credit in an amount equal to 10% of Customer's discounted Covered AT&T VPN Monthly Charges for the affected MPLS Ports.

"AT&T VPN 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.

MPLS DSL Access Connections, MPLS ADSL Line Shared Connections and MPLS DSL Ports are not eligible for the AT&T VPN MPLS Port-to-MPLS Port Latency SLA.

#### SLA-3.4. AT&T VPN MPLS Port-to-MPLS Port Latency Performance Objectives Table

VPN MPLS Port-to-MPLS Port Latency Performance Objectives Table (Part 1):																				
between MPLS Ports in listed Countries																				
From	To: (numbers correspond to country in first column)																			
	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12]	[13]	[14]	[15]	[16]	[17]	[18]	[19]	[20]
[1] Argentina	40	570	245	230	70	285	235	40	550	185	280	310	260	255	195	280	255	260	285	495
[2] Australia		75	390	355	560	410	320	418	245	385	435	465	385	385	395	395	380	390	410	160
[3] Austria			40	50	260	50	200	270	310	230	65	110	60	85	245	80	85	60	90	280
[4] Belgium				40	220	75	170	230	285	210	60	110	50	60	225	65	60	60	80	260
[5] Brazil					70	285	230	85	545	160	280	315	255	260	160	275	250	255	280	500
[6] Bulgaria						40	225	285	410	250	130	165	85	105	265	120	110	85	115	300
[7] Canada							105	230	340	200	265	330	190	190	210	210	190	220	230	245
[8] Chile								40	530	150	275	310	260	255	160	280	250	260	285	510
[9] China									85	500	405	360	305	335	410	325	335	310	330	85
[10] Colombia										40	240	275	225	215	40	245	215	230	250	445
[11] Croatia											40	160	60	105	245	115	105	100	90	300
[12] Cyprus												40	110	135	295	150	135	110	165	330
[13] Czech Republic													40	85	240	80	85	60	85	270
[14] Denmark														40	270	50	75	85	110	280
[15] Ecuador															40	260	230	245	265	440
[16] Finland																40	95	80	105	290
[17] France																		60	85	270
[18] Germany																			60	270
[19] Greece																			40	305
[20] Hong Kong																				40

VPN MPLS Port-to-MPLS Port Latency Performance Objectives Table (Part 2):																				
between MPLS Ports in listed Countries																				
From	To: (numbers correspond to country in first column)																			
	[21]	[22]	[23]	[24]	[25]	[26]	[27]	[28]	[29]	[30]	[31]	[32]	[33]	[34]	[35]	[36]	[37]	[38]	[39]	[40]
[1] Argentina	265	660	560	250	295	260	465	495	235	590	300	240	540	265	420	185	65	595	275	265
[2] Australia	390	200	135	340	385	355	205	255	360	145	335	325	115	390	525	350	450	155	400	395
[3] Austria	40	350	260	75	100	65	310	330	50	255	260	80	390	80	220	250	295	290	75	90
[4] Belgium	50	320	240	55	90	55	300	305	40	235	225	40	360	70	205	220	285	265	65	70
[5] Brazil	260	630	555	270	295	260	460	490	250	550	225	235	530	275	405	160	115	550	270	275



**Nitel**  
**AT&T MPLS Service Level Agreement**

VPN MPLS Port-to-MPLS Port Latency Performance Objectives Table (Part 2): between MPLS Ports in listed Countries																				
From	To: (numbers correspond to country in first column)																			
	[21]	[22]	[23]	[24]	[25]	[26]	[27]	[28]	[29]	[30]	[31]	[32]	[33]	[34]	[35]	[36]	[37]	[38]	[39]	[40]
[6] Bulgaria	50	350	285	100	145	85	325	355	75	280	280	100	415	110	240	270	245	315	95	115
[7] Canada	205	415	325	190	245	195	215	295	175	305	205	185	290	205	365	180	200	270	210	205
[8] Chile	265	645	575	245	295	260	460	475	230	570	245	235	520	260	420	150	45	540	275	265
[9] China	310	175	110	320	345	310	85	110	300	90	505	325	230	325	445	380	515	85	320	340
[10] Colombia	230	610	500	210	265	230	410	440	195	500	164	195	485	225	395	90	120	540	240	230
[11] Croatia	70	400	330	95	100	65	315	335	80	260	220	85	405	85	225	305	300	315	75	115
[12] Cyprus	115	445	310	130	145	110	360	375	115	360	310	125	440	145	260	355	345	340	120	145
[13] Czech Republic	65	330	260	70	95	60	310	330	50	255	255	75	390	80	215	300	290	285	70	90
[14] Denmark	90	355	260	75	120	85	335	315	60	285	250	55	385	40	225	295	285	285	100	95
[15] Ecuador	245	520	450	255	280	245	360	410	210	430	180	210	420	240	410	105	135	390	255	245
[16] Finland	85	350	280	90	135	80	335	345	70	275	275	75	400	50	225	305	300	300	90	110
[17] France	90	325	260	65	120	80	315	325	60	250	250	60	380	85	230	290	285	270	100	90
[18] Germany	65	330	260	70	95	60	310	340	60	260	260	80	390	80	205	310	295	290	70	90
[19] Greece	90	350	285	100	120	85	335	355	85	280	275	90	415	105	240	325	315	320	95	120
[20] Hong Kong	285	140	65	270	315	275	80	50	260	50	445	250	195	290	415	410	460	40	285	285
[21] Hungary	40	335	265	75	100	65	315	335	55	260	265	70	395	85	220	310	300	285	75	100
[22] India		80	110	335	365	325	205	175	315	105	610	345	240	345	470	470	600	125	340	355
[23] Indonesia			40	250	295	260	140	110	235	40	510	235	175	265	400	410	525	60	270	265
[24] Ireland				40	115	75	330	310	50	245	245	55	380	80	225	290	280	265	85	85
[25] Israel					40	125	350	355	100	290	295	100	425	130	245	340	330	315	110	130
[26] Italy						40	310	315	60	255	260	65	390	80	215	305	295	280	75	95
[27] Japan							40	55	300	120	420	290	175	330	490	320	425	100	325	340
[28] Korea								40	300	90	445	305	195	330	480	380	455	70	320	340
[29] Luxembourg									40	245	250	40	365	70	205	295	285	265	65	70
[30] Malaysia										40	505	230	230	275	450	400	520	70	265	260
[31] Mexico											65	225	390	275	425	190	220	515	270	290
[32] Netherlands												40	365	70	210	275	265	265	90	70
[33] New Zealand													40	395	530	515	505	210	400	400
[34] Norway														40	230	320	310	295	90	105
[35] Pakistan															40	490	465	420	220	240
[36] Panama																40	180	360	315	305
[37] Peru																	40	520	305	320

**Nitel**  
**AT&T MPLS Service Level Agreement**

VPN MPLS Port-to-MPLS Port Latency Performance Objectives Table (Part 2): between MPLS Ports in listed Countries																				
From	To: (numbers correspond to country in first column)																			
	[21]	[22]	[23]	[24]	[25]	[26]	[27]	[28]	[29]	[30]	[31]	[32]	[33]	[34]	[35]	[36]	[37]	[38]	[39]	[40]
[38] Philippines																		40	300	305
[39] Poland																			40	100
[40] Portugal																				40

VPN MPLS Port-to-MPLS Port Latency Performance Objectives Table (Part 3): between MPLS Ports in listed Countries																			
From	To: (numbers correspond to country in first column)																		
	[41]	[42]	[43]	[44]	[45]	[46]	[47]	[48]	[49]	[45]	[51]	[52]	[53]	[54]	[55]	[56]	[57]	[58]	[59]
[1] Argentina	390	290	300	545	265	260	415	280	270	255	495	575	290	360	240	270	325	150	550
[2] Australia	515	410	425	125	390	385	540	390	395	385	245	155	415	470	365	295	350	495	240
[3] Austria	160	50	100	245	55	40	245	80	85	75	300	280	90	180	80	200	255	210	320
[4] Belgium	155	75	90	215	55	55	215	75	75	55	280	255	85	150	50	165	220	185	305
[5] Brazil	360	290	300	540	260	260	410	280	265	250	490	570	290	355	230	245	300	130	555
[6] Bulgaria	210	70	145	270	85	60	265	115	120	105	365	350	140	215	90	225	280	240	340
[7] Canada	370	220	230	300	205	210	365	220	205	195	240	305	265	315	180	130	185	180	300
[8] Chile	360	290	300	525	265	260	410	280	265	255	510	560	290	365	235	240	295	115	565
[9] China	405	335	345	95	310	305	490	325	330	320	100	100	335	410	330	270	325	475	105
[10] Colombia	325	250	255	495	230	225	375	245	230	215	445	525	255	340	200	215	270	50	500
[11] Croatia	165	90	105	265	65	60	260	110	115	100	335	325	95	185	85	210	265	280	325
[12] Cyprus	240	135	150	295	110	110	295	130	130	125	385	375	140	235	115	250	305	315	360
[13] Czech Republic	155	85	100	245	40	55	240	80	80	75	295	275	90	200	80	200	255	265	315
[14] Denmark	185	115	70	240	85	85	240	105	45	80	320	275	115	170	70	190	245	255	325
[15] Ecuador	340	270	270	430	245	240	390	260	245	230	430	480	270	355	215	180	235	65	495
[16] Finland	180	105	65	265	80	90	260	100	50	95	375	295	125	185	75	220	275	225	325
[17] France	185	115	125	240	90	85	240	85	90	80	300	270	115	180	65	185	240	205	330
[18] Germany	160	85	100	245	60	60	240	80	80	75	300	280	90	190	80	200	255	230	305
[19] Greece	210	110	120	270	85	80	265	115	105	95	330	300	140	215	90	225	280	240	340
[20] Hong Kong	375	295	315	55	275	280	455	290	295	285	40	65	310	375	255	235	290	420	55
[21] Hungary	165	55	105	250	65	45	250	85	85	80	310	285	95	185	70	205	260	215	320
[22] India	425	355	365	95	330	325	510	345	350	340	165	125	355	410	305	360	460	580	180
[23] Indonesia	360	290	300	40	260	260	415	280	280	255	90	60	290	350	235	290	385	485	110
[24] Ireland	175	100	110	235	75	80	235	90	85	75	295	265	105	170	55	180	235	195	325
[25] Israel	195	120	135	280	100	95	280	115	120	110	340	315	155	215	100	235	290	260	345
[26] Italy	160	85	100	245	65	60	245	90	85	75	305	275	115	185	65	200	255	210	315
[27] Japan	410	335	350	125	315	310	495	330	330	325	65	130	370	470	320	195	250	390	150
[28] Korea	415	350	355	95	330	325	495	330	330	325	80	105	345	445	295	211	266	420	140



**Nitel**  
**AT&T MPLS Service Level Agreement**

VPN MPLS Port-to-MPLS Port Latency Performance Objectives Table (Part 3): between MPLS Ports in listed Countries																			
From	To: (numbers correspond to country in first column)																		
	[41]	[42]	[43]	[44]	[45]	[46]	[47]	[48]	[49]	[45]	[51]	[52]	[53]	[54]	[55]	[56]	[57]	[58]	[59]
[29] Luxembourg	160	75	90	220	55	60	215	70	70	60	285	260	90	155	50	190	245	190	305
[30] Malaysia	355	285	295	40	255	255	440	275	275	270	75	55	285	405	230	280	380	480	105
[31] Mexico	360	285	295	495	260	255	440	275	280	275	480	540	290	375	230	215	270	150	500
[32] Netherlands	175	95	100	220	80	65	220	95	60	60	275	250	105	160	50	170	225	200	300
[33] New Zealand	490	415	430	160	390	390	545	410	400	385	220	190	420	475	365	270	325	465	245
[34] Norway	180	105	65	260	80	75	245	100	50	90	315	295	120	180	70	220	275	215	330
[35] Pakistan	320	245	245	390	210	210	390	230	220	235	485	420	245	325	215	350	395	455	465
[36] Panama	400	330	340	400	305	300	485	320	325	320	390	450	330	435	275	150	205	70	465
[37] Peru	390	320	330	510	295	290	475	310	315	305	460	570	320	410	265	220	275	100	515
[38] Philippines	375	315	315	50	290	290	455	305	310	300	60	80	325	370	275	250	305	515	85
[39] Poland	170	95	110	255	75	70	255	90	95	85	350	290	100	205	80	210	265	225	320
[40] Portugal	195	115	130	250	90	95	255	110	110	90	325	285	125	190	70	200	255	220	340
[41] Qatar	40	215	220	345	160	160	340	190	195	180	465	425	215	280	165	380	435	360	420
[42] Romania		40	125	275	85	60	275	105	105	100	335	305	150	205	95	225	280	240	345
[43] Russia			40	285	100	95	280	125	65	120	340	315	150	210	100	240	295	245	345
[44] Singapore				40	245	245	400	265	255	240	80	45	275	335	220	270	370	470	105
[45] Slovakia					40	60	245	80	85	75	300	280	90	195	70	200	255	215	310
[46] Slovenia						40	245	90	80	70	305	275	115	180	70	200	255	220	310
[47] South Africa								50	260	250	240	480	460	275	335	220	385	440	490
[48] Spain								50	100	95	315	295	210	175	75	220	275	235	320
[49] Sweden									45	95	320	300	125	185	75	220	275	220	320
[50] Switzerland										40	310	290	115	180	60	215	270	210	335
[51] Taiwan											40	90	325	450	280	255	310	420	145
[52] Thailand												40	305	365	255	305	390	500	120
[53] Turkey													40	215	100	230	285	280	345
[54] United Arab Emirates														40	165	295	345	400	430
[55] United Kingdom															50	155	210	195	320
[56] US Mainland																100	155	190	320
[57] US (HI, PR, USVI)																	210	245	345
[58] Venezuela																		40	475
[59] Vietnam																			40

**SLA-3.5. AT&T VPN MPLS Site-to-MPLS site Latency SLA**

The AT&T VPN MPLS Site-to-MPLS Site Latency SLA is available only for a Qualifying Pair. The performance objectives are for the AT&T VPN MPLS Site-to-MPLS Site Latency average for a month to be no more than the sum of (a) the latency objective set forth in the AT&T VPN MPLS Port-



## Nitel

### AT&T MPLS Service Level Agreement

to-MPLS Port Latency Performance Objectives Table added to (b) the latency objectives for the access circuit portion for both Sites in the Qualifying Pair.

AT&T VPN MPLS Site-to-MPLS Site Latency SLA is measured from the managed router at one Site to the managed router at the other Site in a Qualifying Pair for each class of service (CoS1, CoS2 and CoS3) to which the Customer subscribes. AT&T VPN MPLS Site-to-MPLS Site Latency SLA does not apply to CoS4. The performance objectives for site-to-site latency are set based on the following factors: class of service (CoS1-CoS3) and port speed at each site, and the countries of origin and destination of the site pair. The monthly average Site-to-Site Latency performance for each Qualifying Pair is compared with the AT&T VPN MPLS Site-to-MPLS Site Latency performance objective to determine if a Qualifying Pair meets the SLA. Customer may determine site-to-site performance objectives and specific site-to-site performance results upon request. AT&T VPN MPLS Site-to-MPLS Site Latency performance objectives are subject to change if the bandwidth changes at AT&T CPE at either Qualifying Site in the Qualifying Pair.

If a Customer reports that an Qualifying Pair does not meet the AT&T VPN MPLS Site-to-MPLS Site Latency performance objective, and AT&T verifies the claim, the Customer is eligible for an AT&T VPN MPLS Site-to-MPLS Site Latency SLA credit in an amount equal to 10% of Customer's discounted Covered AT&T VPN Monthly Charges for the affected Sites in the Qualifying Pair.

#### SLA-4. Data Delivery

AT&T VPN provides Data Delivery (Packet Loss) SLAs for Network Data Delivery, VPN Data Delivery, and MPLS Site-to-MPLS Site Data Delivery.

##### SLA-4.1. AT&T VPN Network Data Delivery SLA

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

If AT&T does not meet this performance objective in a given calendar month, Customer is eligible for an AT&T VPN Network Data Delivery SLA credit equal to 1/30th of Customer's total discounted Covered AT&T VPN Monthly Charges for the MPLS Ports in the affected Region for that month.

The "AT&T VPN 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.

##### SLA-4.2. AT&T VPN Network Data Delivery Performance Objectives Table

AT&T VPN Network Data Delivery Performance Objectives Table	
Within Region	Performance Objective
United States*	99.95%
Canada	99.90%
CALA	99.90%
Europe	99.90%
EMEA	99.90%
Asia Pacific	99.90%
Between Regions	
Asia Pacific to US West Coast	99.90%
Asia Pacific to Europe	99.90%
Europe to US East Coast	99.90%
Europe to US West Coast	99.90%

\*Measurements for the US Region include Sites located within the US Mainland only but will be used to determine credits for US Sites generally (including Hawaii, Puerto Rico and the Virgin Islands).

##### SLA-4.3. AT&T VPN - VPN Data Delivery SLA



## Nitel

### AT&T MPLS Service Level Agreement

The performance objectives for the AT&T VPN – VPN Data Delivery SLA is for the VPN Data Delivery percentage for Customer's VPN to be no less than 99.9%. If Customer reports that VPN 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) days, Customer is eligible for an AT&T VPN – VPN Data Delivery SLA credit in an amount equal to 10% of Customer's discounted Covered AT&T VPN Monthly Charges for the affected MPLS Ports.

The VPN 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.

MPLS DSL Access Connections, MPLS ADSL Line Shared Connections and MPLS DSL Ports are not eligible for the VPN Data Delivery SLA.

#### SLA-4.4. AT&T VPN MPLS Site-to-MPLS Site Data Delivery SLA

The AT&T VPN MPLS Site-to-MPLS Site Data Delivery SLA is available only for a Qualifying Pair. The performance objectives for the AT&T VPN MPLS Site-to-MPLS Site Data Delivery SLA are for the AT&T VPN MPLS Site-to-MPLS Site Data Delivery Percentage for a month to be no less than objective established for the country in which the Site is located.

AT&T VPN MPLS Site-to-MPLS Site Data Delivery SLA is measured from the managed router at one Site to the managed router at the other Site in the Qualifying Pair for each class of service (CoS1, CoS2 and CoS3). AT&T VPN MPLS Site-to-MPLS Site Data Delivery SLA does not apply to CoS4.

The AT&T VPN MPLS Site-to-MPLS Site Data Delivery Percentage is the average Data Delivery Percentage for that month for a Qualifying Pair calculated by dividing Data Received by Data Delivered segregated by COS, and multiplying by 100.

- "Data Delivered" is the number of test packets of data delivered in a monthly by AT&T to an ingress router at one Qualifying Site for delivery to an egress router at the other Qualifying Site in the Qualifying Pair.
- "Data Received" is the number of such test packets of data that are actually received by the egress router at the Qualifying Site in the Qualifying Pair.

The AT&T VPN MPLS Site-to-MPLS Site Data Delivery Percentage for each Qualifying Pair is compared with the performance objective for each CoS ordered to determine if a Qualifying Pair meets the performance objective. For Qualifying Pairs where the Sites are in different countries the applicable SLA is the lower country objective for the Qualifying Pair. If there is no AT&T VPN MPLS Site-to-MPLS Site Data Delivery SLA performance objective listed for a country where one of the Sites in the Qualifying Pair is located, then the AT&T VPN MPLS Site-to-MPLS Site Data Delivery SLA is not available for the Qualifying Pair.

If Customer reports that AT&T did not meet the AT&T VPN MPLS Site-to-MPLS Site Data Delivery SLA for a Qualifying Pair during a month and AT&T verifies the claim, the Customer is eligible for the AT&T VPN MPLS Site-to-MPLS Site Data Delivery SLA credit in an amount equal to 10% of Customer's discounted Covered AT&T VPN Monthly Charges for the affected Sites in the Qualifying Pair.

#### SLA-5. Jitter

AT&T VPN provides Jitter SLAs for Network Jitter and MPLS Site-to-MPLS Site Jitter.

##### SLA-5.1. AT&T VPN Network Jitter SLA

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

If AT&T does not meet this performance objective, Customer is eligible for an AT&T VPN Network Jitter SLA credit equal to 1/30th of Customer's total discounted Covered AT&T VPN Monthly Charges for the MPLS Ports in the affected Region for that month.

"AT&T VPN 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 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.

##### SLA-5.2. AT&T VPN Network Jitter Performance Objectives Table



**Nitel**  
**AT&T MPLS Service Level Agreement**

<b>AT&amp;T VPN Network Jitter Performance Objectives Table</b>	
<b>Region</b>	<b>Performance Objective</b>
United States*	1.0 ms
Canada	2.0 ms
CALA	2.0 ms
EMEA	2.0 ms
Europe	2.0 ms
Asia Pacific	2.0 ms
<b>Between Regions</b>	
Asia Pacific to US West Coast	2.0 ms
Asia Pacific to Europe	2.0 ms
Europe to US East Coast	2.0 ms
Europe to US West Coast	2.0 ms

\*Measurements for the US Region include Sites located within the US Mainland only but will be used to determine credits for US Sites generally (including Hawaii, Puerto Rico and the Virgin Islands).

**SLA-5.3. AT&T VPN MPLS Site-to-MPLS Site Jitter SLA**

The AT&T VPN MPLS Site-to-MPLS Site Jitter SLA is available only to a Qualifying Pair. The performance objectives are for the AT&T VPN MPLS Site-to-MPLS Site Jitter average for a month to be no more than the sum of (a) the Jitter objective set forth in the AT&T VPN MPLS Port-to-MPLS Port Jitter Performance Objectives Table added to (b) the Jitter objectives for the access circuit portion for both Sites in the Qualifying Pair.

AT&T VPN MPLS Site-to-MPLS Site Jitter refers to the variation in packet transit delay between Qualifying Sites in a Qualifying Pair and is measured one way from the managed router at one Site to the managed router at the other Site in a Qualifying Pair. The AT&T VPN MPLS Site-to-MPLS Site Jitter SLA is available only for CoS 1 on Ports at speeds of 768k and higher. The performance objectives for site-to-site latency are set based on the following factors: class of service (CoS1 only), the bandwidth per logical channel at each site, and the countries of origin and destination of the Qualifying Pair. The performance objectives are subject to change if the bandwidth changes at either customer edge router in the Qualifying Pair.

The monthly average AT&T VPN MPLS Site-to-MPLS Site Jitter performance for each Qualifying Pair is compared with the one way AT&T VPN MPLS Site-to-MPLS Site Jitter performance objective to determine if a Qualifying Pair meets the SLA.

If Customer reports that AT&T did not meet the AT&T VPN MPLS Site-to-MPLS Site Jitter performance objective for a Qualifying Pair and AT&T verifies the claim, Customer is eligible for the AT&T VPN MPLS Site-to-MPLS Site Jitter SLA credit in an amount equal to 10% of Customer's discounted Covered AT&T VPN Monthly Charges for the affected Sites in the Qualifying Pair.

**SLA-6. AT&T VPN Site Availability/Time to Restore SLA**

The performance objective for the AT&T VPN Site Availability/Time to Restore SLA is for the AT&T VPN Site Availability to be 100%. For AT&T VPN Sites MPLS DSL Access Connections, MPLS ADSL Line Shared Connections and MPLS DSL Ports also qualify for this SLA using the DSL credit schedule specified below. If AT&T does not meet this performance objective in any given calendar month, Customer is eligible for an AT&T VPN Site Availability/Time to Restore SLA credit for each Outage equal to the product of Customer's total discounted Covered AT&T VPN Monthly Charges for the affected MPLS Ports for such month, multiplied by a percentage based on the duration of (Time to Restore) the Outage, as set forth in the AT&T VPN Site Availability/Time to Restore SLA Credit Table. Sites where Customer has ordered the AT&T VPN Managed Router Feature may be eligible for an alternative credit structure depending on the AT&T VPN Managed Router Feature resiliency option implemented at the Site.

Measurement of Time to Restore begins when a trouble ticket is opened by AT&T Customer Care and Customer 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 Customer that the problem has been resolved and the Service Components are restored and available for Customer to use.

Time to Restore excludes Outage time that is outside of the standard operating hours of the local access provider used by AT&T for the affected Customer Site.



**Nitel**  
**AT&T MPLS Service Level Agreement**

“Outage” means an occurrence within the AT&T Network and/or the AT&T-provided dedicated access that results in the inability of Customer to transmit IP packets for more than one minute.

SLA-6.1. AT&T VPN Site Availability/Time to Restore SLA Credit Table

AT&T VPN Site Availability/Time to Restore SLA Credit Table							
Time to Restore		Country Group					
Equal to or Greater than:	to Less than:	Group 1	Group 2	Group 3	Group 4	Group 5	DSL
1 Minute	1 Hour	3.30%	3.30%	3.30%	3.30%	3.30%	0.00%
1 Hour	2 Hours	3.30%	3.30%	3.30%	3.30%	3.30%	3.30%
2 Hours	3 Hours	10.0%	3.30%	3.30%	3.30%	3.30%	3.30%
3 Hours	4 Hours	10.0%	10.0%	3.30%	3.30%	3.30%	3.30%
4 Hours	5 Hours	25.0%	10.0%	10.0%	3.30%	3.30%	10.00%
5 Hours	6 Hours	25.0%	10.0%	10.0%	3.30%	3.30%	10.00%
6 Hours	7 Hours	25.0%	25.0%	10.0%	10.0%	3.30%	10.00%
7 Hours	8 Hours	25.0%	25.0%	10.0%	10.0%	3.30%	10.00%
8 Hours	9 Hours	50.0%	25.0%	25.0%	10.0%	3.30%	10.00%
9 Hours	10 Hours	50.0%	25.0%	25.0%	10.0%	3.30%	10.00%
10 Hours	11 Hours	50.0%	50.0%	25.0%	10.0%	3.30%	10.00%
11 Hours	12 Hours	50.0%	50.0%	25.0%	25.0%	3.30%	10.00%
12 Hours	13 Hours	50.0%	50.0%	50.0%	25.0%	3.30%	10.00%
13 Hours	14 Hours	50.0%	50.0%	50.0%	25.0%	3.30%	10.00%
14 Hours	15 Hours	50.0%	50.0%	50.0%	50.0%	3.30%	10.00%
15 Hours	16 Hours	50.0%	50.0%	50.0%	50.0%	3.30%	10.00%
16 Hours	17 Hours	100.0%	50.0%	50.0%	50.0%	3.30%	25.00%
17 Hours	18 Hours	100.0%	50.0%	50.0%	50.0%	3.30%	25.00%
18 Hours	19 Hours	100.0%	100.0%	50.0%	50.0%	3.30%	25.00%
19 Hours	20 Hours	100.0%	100.0%	50.0%	50.0%	3.30%	25.00%
20 Hours	21Hours	100.0%	100.0%	100.0%	50.0%	3.30%	25.00%
21 Hours	22 Hours	100.0%	100.0%	100.0%	50.0%	3.30%	25.00%
22 Hours	23 Hours	100.0%	100.0%	100.0%	50.0%	3.30%	25.00%
23 Hours	24 Hours	100.0%	100.0%	100.0%	100.0%	3.30%	25.00%
24 Hours	36 Hours	100.0%	100.0%	100.0%	100.0%	3.30%	25.00%
36 Hours	48 Hours	100.0%	100.0%	100.0%	100.0%	3.30%	50.00%
48 Hours	72 Hours	100.0%	100.0%	100.0%	100.0%	3.30%	75.00%
72 Hours	> 72 Hours	100.0%	100.0%	100.0%	100.0%	10.0%	100.00%