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## 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 the AT&T SLA Administration Center via Business Direct®. 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). 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.

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:
  - the monthly charges for MPLS Ports at the affected Customer Site, and
  - the monthly charges for MPLS DSL Connections and MPLS DSL Ports (where expressly made applicable in an AT&T VPN SLA description); and
  - 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

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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.		

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### 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

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- 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

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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













