

# AT&T OPT-E-WAN SLA

When Nitel provides the Customer with Ethernet services based on AT&T's OPT-E-WAN Service, then following SLA is provided to the Customer by Nitel.

AT&T has established performance objectives for the AT&T OPT-E-WAN service. While Nitel and AT&T cannot guarantee that these performance objectives always will be met, Nitel may provide credits to Customer when they are not met. If an SLA states that a Customer is eligible for and OPT-E-WAN SLA credit, this means that Customer is eligible subject to the terms, definitions and any exclusions or limitations stated herein. The SLA credits described within each of the performance objectives are the sole and exclusive remedy for any failure to meet the objectives. If no SLA credits are stated for any objective stated herein, no remedy applies for failure to meet that objective. 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 or date where goals for latency, packet delivery, or jitter are not met, to Nitel at: Nitel Billing Department, disputes@nitelusa.com, and must be accompanied by a Nitel trouble ticket issued by the Nitel Network Operations Center (NOC).

## Customer may receive:

 Only one credit in any calendar month on a given port for each of the Network Average metrics. Core Network Average measurements will apply for the Latency, Data Delivery and Jitter SLA's. The Availability SLA is on a per site basis and access is included in the measurements, but SLA credits do not apply to any local access charges.

### Customer may not receive:

• Credits totaling more than 100% of the discounted monthly recurring charge for any affected OPT-E-WAN port(s), for a given calendar month.



### **OPT-E-WAN SLA Metrics**

The following metrics will apply, based on AT&T Core Network Average measurements (per calendar month), for the SLA objectives for Network Latency, Network Data Delivery and Network Jitter. The metrics for Site Availability are based on customer reported trouble tickets. Site Availability credit requests must be accompanied by a valid AT&T BMP or AOTS trouble ticket number.

SLA Objectives									
Grades of Service	Jitter (one way)	Latency (round trip)	Packet Delivery (US)	Packet Delivery (MoW)	Availability				
GoS1 (Realtime)	1 ms edge to edge in region; 2 ms edge to edge inter-region	37 ms	99.95%	99.90%	100%				
GoS2 (Interactive)	Not Applicable	37 ms	99.95%	99.90%	100%				
GoS3 (Business Critical Medium)	Not Applicable	37 ms	99.95%	99.90%	100%				
GoS4 (Non Critical High)	Not Applicable	37 ms	99.7%	99.7%	100%				



Latency ( City Pair Network Average)								
Region	Domestic US	EMEA	АР	Canada	Caribbean/ Latin America			
Domestic US	37 ms	95 ms (east coast) 175 ms (west coast)	155 ms (west coast)	Not supported	Not supported			
EMEA	95 ms (east coast) 175 ms (west coast)	45 ms	245 ms	Not supported	Not supported			
AP	155 ms (west coast)	245 ms	80 ms	Not supported	Not supported			
Canada	Not supported	Not supported	Not supported	70ms	Not supported			
Caribbean/ Latin America	Not supported	Not supported	Not supported	Not supported	200ms			

Outage Equal to or Greater than:	to Less than:	% Credit
1 Minute	1 Hour	3.30%
1 Hour	2 Hours	3.30%
2 Hours	3 Hours	10.0%
3 Hours	4 Hours	10.0%
4 Hours	5 Hours	25.0%
5 Hours	6 Hours	25.0%
6 Hours	7 Hours	25.0%
7 Hours	8 Hours	25.0%
8 Hours	9 Hours	50.0%
9 Hours	10 Hours	50.0%
10 Hours	11 Hours	50.0%
11 Hours	12 Hours	50.0%
12 Hours	13 Hours	50.0%
13 Hours	14 Hours	50.0%
14 Hours	15 Hours	50.0%
15 Hours	16 Hours	50.0%
16 Hours and above		100.0%



## Site Availability SLA - Credits

The above table illustrates the credits for the OPT-E-WAN SLA for Site Availability based on the duration of the event. Source information will be based on the BMP or AOTS trouble ticket for that site. Site Availability measures the overall availability of the OPT-E-WAN service to the customer including access to the customer premise. If the Availability of a given OPT-E-WAN port is less than 100%, Customer may be eligible for an SLA credit based on the table above, but will not exceed the total monthly discounted recurring charge for that customer port. One trouble ticket is required for each location for which a credit is being requested. In addition OPT-E-WAN offers a 4 Hour Mean Time to Restore SLO for events that do not require Dispatch and an 8 Hour SLO for events that do require dispatch.

#### **Jitter SLA - Credits**

The performance objectives for the AT&T OPT-E-WAN Network Jitter SLA are for the Network Jitter to be no more than the applicable levels set forth in the SLA Metrics chart above. If AT&T's OPT-E-WAN network does not meet the Jitter performance objective(s) and AT&T fails to remedy the problem within one (1) month following the month that the failure occurred, the Customer may be eligible for a Nitel credit based on an AT&T OPT-E-WAN Network Jitter SLA credit. The credit amount is equal to 10% of Customer's Monthly discounted Recurring Charges for the customer's OPT-E-WAN Ports in the applicable Region(s) for that month. The Network Jitter metric is based on the AT&T Core Network average and is based on a subset of in-service locations. Those locations may not be the actual customer's locations.

### **Data Delivery SLA - Credits**

The performance objectives for the AT&T OPT-E-WAN Data Delivery SLA are for the Data Delivery to be no less than the applicable percentage set forth in the SLA Metrics chart above. If AT&T's OPT-E-WAN network does not meet the Data Delivery performance objective(s) and AT&T fails to remedy the problem within one (1) month following the month that the failure occurred, the Customer may be eligible for a Nitel Credit based on an AT&T OPT-E-WAN Data Delivery SLA credit. The credit amount is equal to 10% of Customer's discounted Monthly Recurring Charges for the customer's OPT-E-WAN Ports in the applicable Region(s) for that month. The Data Delivery metric is based on the AT&T Core Network average and is based on a subset of in-service locations. Those locations may not be the actual customer's locations.

#### **Latency SLA - Credits**

The performance objectives for the AT&T OPT-E-WAN Latency SLA are for the Network Latency to be no more than the applicable percentage set forth in the SLA Metrics chart above. If AT&T's OPT-E-WAN network does not meet the Latency performance objective(s) and AT&T and Nitel fails to remedy the problem within one (1) month following the month that the failure occurred, the Customer may be eligible for Nitel Credit equal to the commensurate AT&T OPT-E-WAN Latency SLA credit. The credit amount is equal to 10% of Customer's discounted Monthly Recurring Charges for the customer's OPT-E-WAN Ports in the applicable Region(s) for that month.

The Latency metric is based on the AT&T Core Network average and is based on a subset of inservice Customer locations. Those locations may not be the actual Customer's locations.



#### **SLA Administration**

SLAs will be administered by Nitel or its designated agent.

## Nitel is not responsible for failure to meet an SLA resulting from:

- the conduct of Customer or Users of AT&T OPT-E-WAN service
- the failure or deficient performance of power, equipment, services or systems not provided by AT&T or Nitel;
- delays caused or requested by Customer;
- service interruptions, deficiencies, degradations or delays due to access lines or CPE whether provided by AT&T, Nitel or others.
- service interruptions, deficiencies, degradations or delays during any period in which AT&T, Nitel or their agents are not afforded access to the premises where access lines associated with AT&T OPT-E-WAN service are terminated
- service interruptions, deficiencies, degradations or delays 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;
- Customer's election to not release a Service Component for testing and/or repair and to continue using the Service Component;
- Force Majeure conditions; or
- service interruptions or delays in investigating and/or fixing a trouble affecting a non-US Service Component due to the hours of operation of the local access provider in the country for which Customer is reporting the trouble.

### Nitel's AT&T OPT-E-WAN SLA credits do not apply:

- If Customer and Nitel agree to another remedy for the same interruption, deficiency, degradation, or delay affecting the Service Component subject to the SLA.
- for service interruptions, deficiencies, degradations or delays not reported by Customer to Nitel and AT&T