

Attachment D-1

Network Service Level Agreements

| SERVICE(S) | Mean Time To Repair (MTTR) |
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| <p><u>Metro Ethernet Service</u></p> <p>OPT-E-MAN</p> <ul style="list-style-type: none"> • Bronze Grade of Service • Silver Grade of Service <p>OPT-E-WAN</p> <ul style="list-style-type: none"> • CoS/GoS 1 • CoS/GoS 2 • CoS/GoS 3 • CoS/GoS 4 <p>DecaMAN</p> <p>GigaMAN</p> | <p>Definition</p> <p>Mean Time to Restore (MTTR) objective shall be the average time required to restore service and resume availability in a one month (720 hour) period. The time is measured from the moment the outage is reported until the service is available.</p> <p>The monitoring, capturing, testing, & troubleshooting facilities necessary to validate any trouble ticket claim will be maintained by the service provider and data provided to customer/ DIR where available upon request coincident with trouble ticket.</p> <p>Measurement Process</p> <p>The time is measured from the moment the outage is reported by the Customer until the service is available. If the Contractor fails to meet service parameters defined for each Grade of Service (for applicable services), a service credit will be offered to the Customer given certain conditions are met:</p> <ul style="list-style-type: none"> • AT&T will provide DIR a monthly SLA Non Compliance Report as required that includes a listing all outages with associated credits. |
| <p><u>MPLS Services</u></p> <p>AT&T VPN (AVPN)</p> <p>Managed AVPN</p> <ul style="list-style-type: none"> • Managed CSU Probe • Managed Router | <p>Objectives</p> <ul style="list-style-type: none"> • Core Network: 4 hours after a trouble ticket is opened • Local Loop: 4 hours after a trouble ticket is opened and 8 hours if a technician is required to be dispatched |
| <p><u>Internet Services</u></p> <p>Managed Internet Service (MIS)</p> | <p>Monthly Rights and Remedies</p> <p>Customer will be entitled to a credit of 35% of the discounted monthly recurring charge for the covered Service Component. Maximum of 100% credit in any single billing period will apply.</p> <p>Services eligible to receive an out of service credit of 2 times the monthly recurring charge for the unavailable period for any outage over 36 hours include:</p> |
| <p><u>Private Line Services</u></p> | <ul style="list-style-type: none"> • ISDN BRI • DSL • Local Voice Service |

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| <p>DS1 DS3 OC3 OC12 OC48 OC192 ATM Frame Relay ISDN BRI</p> <p>DSL Services</p> <p>DSL</p> <p>BVoIP Services</p> <p>Voice DNA (vDNA) IP Toll Free IPFlex</p> <p>Local Voice Services</p> <p>Business Lines Business Trunks PRI SmartTrunk</p> | <ul style="list-style-type: none"> ○ Business Lines ○ Business Trunk ○ PRI SmartTrunk |
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| SERVICE(S) | Service Availability |
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| <p><u>Metro Ethernet Service</u></p> <p>OPT-E-MAN</p> <ul style="list-style-type: none"> • Bronze Grade of Service • Silver Grade of Service <p>OPT-E-WAN</p> <ul style="list-style-type: none"> • CoS/GoS 1 • CoS/GoS 2 • CoS/GoS 3 • CoS/GoS 4 <p>DecaMAN</p> | <p>Definition</p> <p>Calculated as the percentage of time that the network is capable of accepting and delivering customer data to the total time in the measurement period. The calculation for Network Availability for a given calendar month is as follows:</p> <p>Measurement Process</p> <p>Circuit availability of 99.95% per month. This equates to less than 21.6 minutes of downtime per month (based on a 30-day month), excluding periods attributable to Stop-Clock Conditions (including but not limited to maintenance window).</p> <p>Network/Service Availability = $\frac{[24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of customer sites}] - \text{network outage time (measured in minutes)}}{[24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of customer sites}]}$</p> |

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| <p>GigaMAN</p> <p><u>MPLS Services</u></p> <p>AT&T VPN (AVPN)</p> <p>Managed AVPN</p> <ul style="list-style-type: none"> • Managed CSU Probe • Managed Router <p><u>Internet Services</u></p> <p>Managed Internet Service (MIS)</p> <p><u>Private Line Services</u></p> <p>DS1 DS3 OC3 OC12 OC48 OC192 ATM Frame Relay ISDN BRI</p> <p><u>DSL Services</u></p> <p>DSL</p> <p><u>BVoIP Services</u></p> <p>Voice DNA (vDNA) IP Toll Free IPFlex</p> | <p>If the Contractor fails to meet service parameters defined for each Grade of Service (for applicable services), a service credit will be offered to the Customer given certain conditions are met:</p> <ul style="list-style-type: none"> • AT&T will provide DIR a monthly SLA Non Compliance Report as required that includes a listing all outages with associated credits. <p>Objectives 99.95%</p> <p>Monthly Rights and Remedies</p> <ul style="list-style-type: none"> • 2 hours – 3 Hours = 5% of monthly rate • 3 hours – 4 Hours = 15% of monthly rate • 4 hours – 5 Hours = 20% of monthly rate • 5 hours – 6 Hours = 25% of monthly rate • 6 hours – 7 Hours = 30% of monthly rate • 7 hours – 8 Hours = 35% of monthly rate • 8 Hours – 16 Hours = 50% of monthly rate • > 16 Hours = 100% of monthly rate |
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| SERVICE(S) | Latency |
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| <p><u>Metro Ethernet Service</u></p> <p>OPT-E-MAN</p> | <p>Definition</p> <p>The amount of time necessary for a typical frame to traverse the network.</p> <p>Network Latency is a monthly measure of the AT&T network-wide delay within the United States, which is the average</p> |

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| <ul style="list-style-type: none"> • Bronze Grade of Service • Silver Grade of Service <p>OPT-E-WAN</p> <ul style="list-style-type: none"> • CoS/GoS 1 • CoS/GoS 2 • CoS/GoS 3 • CoS/GoS 4 <p><u>MPLS Services</u></p> <p>AT&T VPN (AVPN)</p> <p>Managed AVPN</p> <ul style="list-style-type: none"> • Managed CSU Probe • Managed Router <p><u>Internet Services</u></p> <p>Managed Internet Service (MIS)</p> <p><u>Private Line Services</u></p> <p>ATM</p> <p>Frame Relay</p> | <p>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 United States. 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.</p> <ul style="list-style-type: none"> • <u>AVPN (Transport)</u>: AT&T MPLS Port-to-MPLS Port • <u>AVPN Managed CSU Probe</u>: MPLS Site-to-MPLS Site. Applicable to both Site 1 and Site 2 if both sites are a qualified pair, meaning both sites connect to the same AVPN VPN. • <u>AVPN Managed Router</u>: MPLS Site-to-MPLS Site. Applicable to both Site 1 and Site 2 if both sites are a qualified pair, meaning both sites connect to the same AVPN VPN. • <u>OPT-E-MAN</u>: VPLS Site-to-VPLS Site. Based on measurement of the time it takes to travel from the origination port to the termination port for the connection in question. <p>The monitoring, capturing, testing, & troubleshooting facilities necessary to validate any trouble ticket claim will be maintained by the service provider and data provided to customer/ DIR where available upon request coincident with trouble ticket.</p> <p>Measurement Process</p> <p>If the Contractor fails to meet service parameters defined for each Grade of Service (for applicable services), a service credit will be offered to the Customer given certain conditions are met:</p> <ul style="list-style-type: none"> • AT&T will provide DIR a monthly SLA Non Compliance Report as required that includes a listing all outages with associated credits. • Packet Delivery Rate, Latency and Jitter calculations will be measured only when the associated networks are available. <p>Objectives</p> <ul style="list-style-type: none"> • OPT-E-MAN Bronze Grade of Service: 27ms one way • OPT-E-MAN Silver Grade of Service: 18ms one way • OPT-E-WAN: 19ms one way • AVPN Transport: 19ms one way • AVPN Managed CSU Probe: 60ms one way • AVPN Managed Router – CoS1: 52ms one way • AVPN Managed Router – CoS2 & 2V: 54ms one way • AVPN Managed Router – CoS3 & 5: 60ms one way • MIS: 19ms one way • ATM: 50ms one way |
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| | <ul style="list-style-type: none"> • Frame Relay: 50ms one way • <u>CoS1 (e.g., VoIP)</u>: engineered to support real-time traffic to include Voice over IP (VoIP) that requires low latency due to the time sensitive nature of the application (some kind of codec). In addition to the low latency requirement, the traffic may have jitter requirement that calls for careful engineering of the applications on the link. • <u>CoS2V (e.g., Video)</u>: engineered to support lower latency traffic and is intended for support of video traffic, but it may be used for other types of traffic as well. COS2V has a dedicated bandwidth allocation together with a strict policer that discards excess traffic in the class. This combination is suitable for supporting the relatively well-behaved video traffic streams and maintaining the low latency that they require. <p>Monthly Rights and Remedies If Customer reports that covered PVC’s latency exceeds its performance objective, and AT&T fails to remedy such failure within 30 days, Customer will be entitled to a U.S. Packet Latency SLA credit. SLA credit, if applicable, is equal to the prorated discounted monthly charge for the affected covered PVC, from the date the problem was reported to AT&T to the date the problem is remedied.</p> |
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| SERVICE(S) | Packet Delivery Rate (PDR)/Data Delivery Rate (DDR) |
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| <p><u>Metro Ethernet Service</u></p> <p>OPT-E-MAN</p> <ul style="list-style-type: none"> • Bronze Grade of Service • Silver Grade of Service <p>OPT-E-WAN</p> <ul style="list-style-type: none"> • CoS/GoS 1 • CoS/GoS 2 • CoS/GoS 3 • CoS/GoS 4 | <p>Definition A measurement of the actual amount of useful and non-redundant information that is transmitted or processed across the network. It is a function of bandwidth, error performance, congestion and other factors. PDR is expressed as the average Data Delivery percentage of frames/packets that successfully traverse the network for that month for all selected pairs calculated by dividing Data Received by Data Delivered and multiplying by 100.</p> <p>The monitoring, capturing, testing, & troubleshooting facilities necessary to validate any trouble ticket claim will be maintained by the service provider and data provided to customer/ DIR where available upon request coincident with trouble ticket.</p> <ul style="list-style-type: none"> • <u>AVPN (Transport)</u>: AT&T MPLS Port-to-MPLS Port |

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| <p><u>MPLS Services</u></p> <p>AT&T VPN (AVPN)</p> <p>Managed AVPN</p> <ul style="list-style-type: none"> Managed CSU Probe Managed Router <p><u>Internet Services</u></p> <p>Managed Internet Service (MIS)</p> <p><u>Private Line Services</u></p> <p>ATM</p> <p>Frame Relay</p> | <ul style="list-style-type: none"> <u>AVPN Managed CSU Probe</u>: measured from the managed CSU probe at Site 1 to the managed CSU probe at Site 2 in the Qualifying Pair. Applicable to both Site 1 and Site 2 if both sites are a qualified pair, meaning both sites connect to the same AVPN VPN. <u>AVPN Managed Router</u>: measured from the managed router at Site 1 to the managed router at Site 2 in the Qualifying Pair for each class of service. Applicable if both sites are a qualified pair, meaning both sites connect to the same AVPN VPN). <u>OPT-E-MAN</u>: VPLS Site-to-VPLS Site. Based on measurement of the time it takes to travel from the origination port to the termination port for the connection in question. <p>Measurement Process</p> <p>PDR is calculated as the total number of effective frames/packets, per port, that successfully traverse the network within a calendar month calculated by dividing Data Received by Data Delivered and multiplying by 100.</p> <p>If the Contractor fails to meet service parameters defined for each Grade of Service, a service credit will be offered to the Customer given certain conditions are met:</p> <ul style="list-style-type: none"> AT&T will provide DIR a monthly SLA Non Compliance Report as required that includes a listing all outages with associated credits. Packet Delivery Rate, Latency and Jitter calculations will be measured only when the associated networks are available. <p>Objectives</p> <ul style="list-style-type: none"> OPT-E-MAN Bronze Grade of Service: 99.50% OPT-E-MAN Silver Grade of Service: 99.90% OPT-E-WAN CoS1: 99.95% OPT-E-WAN CoS2: 99.95% OPT-E-WAN CoS3: 99.95% OPT-E-WAN CoS4: 99.70% AVPN Transport: 99.95% AVPN Managed CSU Probe: 99.80% AVPN Managed Router – CoS1: 99.90% AVPN Managed Router – CoS2: 99.90% AVPN Managed Router – CoS2v: 99.90% AVPN Managed Router – CoS3: 99.80% AVPN Managed Router – CoS4: SLA does not apply to CoS4 AVPN Managed Router – CoS5: 99.80% (CoS5 requires minimum of 5% bandwidth) MIS: 99.95% |
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| | <ul style="list-style-type: none"> • Frame Relay: 99.99% • ATM: 99.99% (VBR-CBR) • ATM: 99.97% (VBR-RT) • ATM: 99.95% (VBR-NRT) <p>Monthly Rights and Remedies If after 30 days, the service performance for that parameter is still less than the committed level, the customer will be provided a service credit equal to the monthly charge for all affected ports for the month in which the service parameters fall below (or above) the committed level.</p> |
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| SERVICE(S) | Jitter |
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| <p><u>Metro Ethernet Service</u></p> <p>OPT-E-MAN</p> <ul style="list-style-type: none"> • Bronze Grade of Service • Silver Grade of Service <p>OPT-E-WAN</p> <ul style="list-style-type: none"> • CoS/GoS 1 • CoS/GoS 2 • CoS/GoS 3 • CoS/GoS 4 <p><u>MPLS Services</u> AT&T VPN (AVPN)</p> <p>Managed AVPN</p> <ul style="list-style-type: none"> • Managed CSU Probe • Managed Router <p><u>Internet Services</u> Managed Internet Service (MIS)</p> | <p>Definition A monthly measure of the AT&T Network-wide delay variation of the packets transported across the network, which is the average delay variance 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 United States.</p> <p>The monitoring, capturing, testing, & troubleshooting facilities necessary to validate any trouble ticket claim will be maintained by the service provider and data provided to customer/ DIR where available upon request coincident with trouble ticket.</p> <p>Measurement Process Jitter metric is based on the AT&T Core Network average and is determined on a subset of in-service locations.</p> <p>Grade of Service SLAs are provided for OPT-E-MAN and OPT-E-WAN Service. If the Contractor fails to meet service parameters defined for each Grade of Service, a service credit will be offered to the Customer given certain conditions are met:</p> <ul style="list-style-type: none"> • AT&T will provide DIR a monthly SLA Non Compliance Report as required that includes a listing all outages with associated credits. • Packet Delivery Rate, Latency and Jitter calculations will be measured only when the associated networks are available. <p>Objectives</p> <ul style="list-style-type: none"> • OPT-E-MAN Bronze Grade of Service: N/A • OPT-E-MAN Silver Grade of Service: 12ms • OPT-E-WAN CoS1: 1ms • OPT-E-WAN CoS2: N/A |

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| | <ul style="list-style-type: none"> • OPT-E-WAN CoS3: N/A • OPT-E-WAN CoS4: N/A • AVPN Transport: 1ms • AVPN Managed CSU Probe: N/A • AVPN Managed Router – CoS1: N/A • AVPN Managed Router – CoS2 & 2V: N/A • AVPN Managed Router – CoS3 & 5: N/A • MIS: 1ms <p>Monthly Rights and Remedies</p> <p>If after 30 days, the service performance for that parameter is still less than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for all affected ports for the month in which the service parameters fall below (or above) the committed level.</p> |
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| SERVICE(S) | Chronic Outage |
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| <p><u>Metro Ethernet Service</u> OPT-E-MAN</p> <ul style="list-style-type: none"> • Bronze Grade of Service • Silver Grade of Service <p>OPT-E-WAN</p> <ul style="list-style-type: none"> • CoS/GoS 1 • CoS/GoS 2 • CoS/GoS 3 • CoS/GoS 4 <p>DecaMAN GigaMAN</p> <p><u>MPLS Services</u> AT&T VPN (AVPN)</p> <p>Managed AVPN</p> <ul style="list-style-type: none"> • Managed CSU Probe • Managed Router | <p>Definition A Chronic Trouble (Chronic) is defined as a subscribed circuit/network component which has experienced 3 separate trouble tickets opened against it, by customer/DIR or Service Provider, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic’s rolling 30-day counter is considered “reset” upon a period of 30 days free of same/similar trouble. Each trouble ticket is eligible for a separate credit consideration.</p> <p>The monitoring, capturing, testing, and troubleshooting facilities necessary to validate any trouble ticket claim will be maintained by the service provider and data provided to customer/DIR where available upon request coincident with trouble ticket.</p> <p>Measurement Process This Chronic SLA begins the first day of the circuit/network component’s eligible billing.</p> <p>Objectives Customer Service Commitment and Financial Remedies for Non Performance</p> <p>Monthly Rights and Remedies If AT&T does not meet this performance objective, Customer will be entitled to a credit of one month’s discounted monthly recurring charge for the covered service.</p> |

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| <p><u>Internet Services</u></p> <p>Managed Internet Service (MIS)</p> <p><u>Private Line Services</u></p> <p>DS1 DS3 OC3 OC12 OC48 OC192 ATM Frame Relay ISDN BRI</p> <p><u>DSL Services</u></p> <p>DSL</p> <p><u>BVoIP Services</u></p> <p>Voice DNA (vDNA) IP Toll Free IPFlex</p> <p><u>Local Voice Services</u></p> <p>Business Lines Business Trunks PRI SmartTrunk</p> | <p>If a circuit is categorized as chronic within the 30-day nominal service period defined above, DIR or its Customer may terminate the service(s) without penalty. Customer may provide notice to AT&T of its intent to terminate without penalty due to chronic service issue. A customer may exercise their right to receive credit or terminate service for each chronic instance independently.</p> |
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| SERVICE(S) | Class of Service (CoS) Descriptions |
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| <p><u>AT&T VPN (AVPN)</u></p> <ul style="list-style-type: none"> • CoS1 • CoS2 • CoS2V • CoS3 • CoS4 • CoS5 | <p>Service/Description</p> <p>AVPN</p> <ul style="list-style-type: none"> • <u>CoS1 (e.g., VoIP)</u>: engineered to support real-time traffic to include Voice over IP (VoIP) that requires low latency due to the time sensitive nature of the application (some kind of codec). In addition to the low latency requirement, the traffic may have jitter requirement that calls for <u>careful engineering</u> of the applications on the link. |

OPT-E-WAN (OEW)

- CoS1
- CoS2
- CoS3
- CoS4

- CoS2V (e.g., Video): engineered to support lower latency traffic and is intended for support of video traffic, but it may be used for other types of traffic as well. COS2V has a dedicated bandwidth allocation together with a strict policer that discards excess traffic in the class. This combination is suitable for supporting the relatively well-behaved video traffic streams and **maintaining the low latency** that they require.
- CoS2 (e.g., Strategic/High-End Data Applications): serves data traffic that needs network resources allocated to it to insure timely performance. The applications can be client-server applications or transactions where response time is at a premium.
- CoS3 (e.g., Business Data Applications): behaves similar to COS2 but has different profiles assigned from a queuing perspective.
- CoS4 (e.g., Business Data Applications): the default class for applications that have not been specifically identified as requiring the priority or delay characteristics provided by previous CoS settings. For majority of customers, this class will handle the bulk of the traffic.
- CoS5 (e.g., Scavenger/Internet Browsing/FTP): this class is only serviced when the other classes are inactive. This class is intended for applications that are permitted on the network but are not time critical and which should not be utilizing network resources when other more important business applications are active.

OEW

- CoS1 (e.g., VoIP/Video): engineered to support real-time traffic to include Voice over IP (VoIP) or video that **requires low latency due to the time sensitive nature of the application** (some kind of codec). In addition to the low latency requirement, the traffic may have jitter requirement that calls for careful engineering of the applications on the link. **This class is intended for support of voice and video traffic**, but it may be used for other types of traffic as well.
- CoS2 (e.g., Strategic/High-End Data Applications): serves data traffic that needs network resources allocated to it to insure timely performance. The applications can be client-server applications or transactions where response time is at a premium.
- CoS3 (e.g., Business Data Applications): behaves similar to COS2 but has different profiles assigned from a queuing perspective.

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| | <ul style="list-style-type: none">• <u>CoS4 (e.g., Scavenger/Internet Browsing/FTP)</u>: the default class for applications that have not been specifically identified as requiring the priority or delay characteristics provided by previous CoS settings. For majority of customers, this class will handle the bulk of the traffic. This class is only serviced when the other classes are inactive. This class is intended for applications that are permitted on the network but are not time critical and which should not be utilizing network resources when other more important business applications are active. |
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SLA Exclusions/General Stop Clock Conditions Reference

SLA Exclusion and/or Stop Clock criteria include the following items:

1. Periods when a restoration or testing effort is delayed at the specific request of the End-User*. The Stop Clock condition shall exist during the period the Contractor was delayed, provided that reasonable and documented efforts are made to contact the End-User during the applicable Stop Clock period. Includes customer election not to release a service component for testing or repair.
2. Time after a circuit has been restored, but End-User requests ticket be kept open for observation. If the circuit is later determined by the End-User to not have been restored, the Stop Clock shall continue until the time the End-User notifies the Contractor that the circuit has not been restored.
3. Time after circuit has been restored, but End-User is not available to verify the circuit is working. If circuit is later determined by End-User to not have been restored, the Stop Clock shall apply only for time period between Contractor's reasonable attempt to notify the End-User that Contractor believes the circuit has been restored and the time the End-User notifies the Contractor that the circuit has not been restored.
4. Restoration cannot be achieved because problem has been isolated to wiring that is not maintained by Contractor, or any of its subsidiaries, subcontractors, or Affiliates.
5. Trouble caused by a power problem outside of the responsibility of the Contractor.
6. Trouble caused by services or systems not provided by AT&T.
7. Lack of building entrance Facilities or conduit structure that are the End-User's responsibility to provide.
8. The following contact/access problems, provided that Contractor makes reasonable efforts to contact End-User during the applicable stop clock period:
 - a. Access necessary to correct the problem is not available because access has not been arranged by site contact or End-User representative.
 - b. Site contact refuses access to technician who displays proper identification.
 - c. Insufficient or incorrect site contact information which prevents access, provided that Contractor takes reasonable steps to notify End-User of the improper contact info & takes reasonable steps to obtain correct information.
 - d. Site has limited hours of business that directly impacts the Contractor's ability to resolve the problem.
 - e. If it is determined later that the cause of the problem was not at the site in question, then the Stop Clock shall not apply.
9. Any problem or delay to the extent caused by End-User's staff that prevents or delays Contractor's resolution of the problem. In such event, Contractor shall make a reasonable request to End-User staff to correct the problem or delay.
10. End-User applications that interfere with repair of the trouble.
11. Service interruptions or delays during any period in the which AT&T are not afforded access to the premises where the services are terminated.
12. Repair/replacement of CPE not provided by Contractor if the problem has reasonably been isolated to the CPE.
13. Failure of the trouble ticket originator or responsible End-User to return a call from Contractor's technician for on-line close-out of trouble tickets after the circuit has been restored as long as Contractor can provide Documentation substantiating message from Contractor's technician.
14. An outage directly related to any properly performed scheduled maintenance or upgrade. Any such stop clock condition shall not extend beyond the scheduled period of the maintenance or upgrade. SLAs will apply for any maintenance caused outage beyond the scheduled maintenance period. Outages occurring during a scheduled maintenance or upgrade period and not caused by the scheduled maintenance shall not be subject to this paragraph 12 stop clock criteria.

15. Any problem or delay caused by a third party not under the control of Contractor, not reasonably preventable by Contractor, including, cable cuts not caused by the Contractor. Contractor's Affiliates, subsidiaries, or subcontractors shall be deemed to be under the control of Contractor with respect to the Equipment, services, or Facilities to be provided under this Contract.
16. Service interruptions, deficiencies, degradations or delays due to access lines or CPE not provided by AT&T.
17. Force Majeure events, as defined in the terms and conditions of the Contract such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts (limited to the local loop or last mile), strikes or labor disputes.
18. Credits for any customer service in a given month totaling no more than the total covered monthly charges.
19. Customer may not receive credits for more than one of the SLAs on a single event or incident.
20. AT&T is not responsible for failure to meet an SLA resulting from DSO level of services.
21. Any services provisioned outside of the State of Texas are subject to standard product SLAs as defined in the respective Product Service Guide(s).
22. The parties agree that Service Level Credits shall not be applicable if one or more of the following conditions are identified by Supplier and Supplier's failure to achieve the Service Levels, in respect of which those Service Credits would otherwise be due and payable, is a consequence of any of the following:
 - a. Service Level measurements shall be removed from the achievement calculation for latency (Round Trip Delay), jitter and packet delivery if either access link defined within the specific pair exceeds the mutually agreed upon design standard (for example greater than 70% utilization) for a sustained period of 10 minutes or more.
 - b. The material disruption to the provision of the Services (or any part thereof) as a consequence of penetration testing and vulnerability scanning being undertaken by Customer or a Customer Authorized User.
 - c. If Supplier recommends to Customer that a specific Site requires a different configuration (including Equipment) in order to maintain or achieve the agreed Service Levels, and Customer does not agree to make such Change or agree to make such Change in a timely manner, then the Service Levels will no longer apply to that Site.

*** Note: in this section, the term "End-User" includes End-Users and Customers, whichever is applicable.**