

AT&T LIMITED GUARANTEE TO CUSTOMERS OF
AT&T MANAGED INTERNET SERVICE
AND VIRTUAL PRIVATE NETWORK SERVICE

Customers of the AT&T Managed Internet Service (MIS) or Virtual Private Network Service (VPNS) who are provisioned on the AT&T IP Backbone are provided guarantees of network availability, maximum delay, and maximum packet loss, subject to program rules and regulations set forth below. If a customer of either of the foregoing AT&T business services (the "Covered Services") experiences a Network Outage of ten (10) minutes or more in any calendar day, or if AT&T experiences in any calendar month a Network-wide Delay of greater than 80 milliseconds or a Network-wide Packet Loss of 1% or more, the customer will be eligible for a credit of one day's worth (1/30th) of the customer's total monthly connection charge for that Covered Service for each such incident, subject to the maximums specified below. In addition, customers of the Covered Service that lease the customer premises equipment (CPE) from AT&T under the Managed CPE Option (included with MIS Plus and Burstable Service; available as an option with VPNS) are extended the same limited guarantee and will receive the same credit for a Service Outage to the CPE and to the dedicated access facility from their premises to the AT&T Point of Presence.

Program Rules and Regulations:

1. Definitions:

"AT&T IP Backbone" is defined as the AT&T owned and operated Internet Protocol (IP) infrastructure and consists of all AT&T Internet Service Points of Presence ("POPs") in the forty-eight (48) continental United States, the telecommunications equipment and facilities that interconnect all wiring within them, and the physical plant that surrounds them. The AT&T IP Backbone does not include CPE nor the dedicated access facility connecting the customer's premises to the AT&T IP Backbone.

"Network-wide Delay" is defined as the average percentage for the applicable calendar month, measured between all city pairs on the core AT&T IP Backbone, of round trip delay time for transmissions solely among points that are within the core AT&T IP Backbone, excluding delays relating to scheduled periods of maintenance or upgrades.

"Network-wide Packet Loss" is defined as the average percentage for the applicable calendar month, measured for all city pairs on the core AT&T IP Backbone, of packets that are not successfully delivered for transmissions solely among points that are within the core AT&T IP Backbone, excluding

delivery failures that are not attributable to performance of the AT&T IP Backbone or delivery failures relating to scheduled periods of maintenance or upgrades.

An "Outage" is defined as either a Network Outage or a Service Outage.

A "Network Outage" is defined as any occurrence within the AT&T IP Backbone that results in the inability of the AT&T IP Backbone to transmit IP packets on behalf of the customer. A "Network Outage" does not include an outage for scheduled periods of maintenance or upgrades.

A "Service Outage" is defined as any occurrence within the AT&T IP Backbone, the dedicated access facility provided by AT&T, and/or the CPE leased from AT&T that results in the inability of the customer to transmit IP packets. A "Service Outage" does not include an outage for scheduled periods of maintenance or upgrades. A Service Outage guarantee is only made available to the subset of Covered Service customers that purchase the Managed CPE Option (included with MIS Plus and Burstable Service; available as an option with VPNS) and lease the CPE from AT&T.

2. The terms and conditions stated in this document will take effect 30 days after customer's first use of the Covered Service.
3. Claims may be made only by customers who are provisioned on the AT&T IP Backbone. In addition, for customers of the AT&T Virtual Private Network Service, the limited guarantee with respect to Outages applies only for dedicated access usage.
4. In the case of AT&T Managed Internet Service customers, the monthly connection charge that will be the subject of the credit will be the monthly charge for the Service "Package" (port and package components). In the case of AT&T Virtual Private Network Service customers, the monthly connection charge that will be the subject of the credit will be the monthly charge for the PVC connection.
5. In any Calendar month, customer's credits with respect to any particular site for an Outage, may not exceed five Outage incidents.
6. In any calendar year, customer's aggregated credits may not exceed one month's connection charge for the Covered Service.
7. Except for the limited guarantees with respect to Network-wide Latency and Network-wide Packet Loss, AT&T makes no claims regarding the performance of the AT&T IP Backbone. The AT&T IP Backbone is

considered available for purposes of determining whether an Outage has occurred if it can transmit IP packets.

8. The Service Outage guarantee includes CPE leased from AT&T and the dedicated access facility provided by AT&T. (CPE is included in the Service Outage guarantee only if it is leased from AT&T and the customer uses the diagnostic modem and supplies the requisite POTS line for the modem.) For AT&T customers who elect not to lease CPE from AT&T the availability guarantee applies to the AT&T IP Backbone only.
9. This limited guarantee does not apply in the event of fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of god, the elements, war, civil disturbances, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond AT&T's control, whether or not similar to the foregoing.
10. Customer Point of Contact (CPOC) must notify AT&T immediately of a Network Outage or a Service Outage via the applicable toll-free maintenance number. AT&T Technical Support will investigate the reported outage and assign a Trouble Ticket number. Credit request can be sent via an email addressed to wnetsla@att.com or via U.S. Postal Mail to AT&T, 55 Corporate Drive Bridgewater N.J. 08807, [Room 31A70](#), Attn: Business IP SLA Manager (Please include the Trouble Ticket number with your request). AT&T will acknowledge all requests for credit within two (2) business days of receipt and will inform customer via email or U.S. Postal Mail within ten (10) days whether the request is approved or denied. Credits will appear on the bill for the Covered Service no later than two (2) billing cycles after credit approval.
11. All claims are subject to review and verification by AT&T.
12. AT&T will be the sole party to verify and determine whether a customer experienced an Outage or whether AT&T has experienced a Network-wide Delay or Network-wide Packet Loss percentage that is in excess of that specified in these limited guarantees.
13. AT&T reserves the right to change or modify the program rules and regulations or discontinue this limited guarantee program at any time without notice.
14. Credits are exclusive of any applicable taxes charged to the customer or collected by AT&T.
15. This limited guarantee is also subject to the Service Agreement for the Covered Service.

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