EXHIBIT B
PERFORMANCE STANDARDS AND SERVICE LEVEL GUARANTEES

Contractor shall, at all times, comply with all System and operational performance requirements and expectations specified in the Contract, including all System Requirements.

1. Overview

1.1 Assessment of Damages
1.1.1 The Parties agree that Contractor’s failure to meet the performance metrics and Service Level Guarantees stated in Exhibit A and this Exhibit B may result in damage to Agency. Contractor shall pay to the State of Oregon, not as a penalty but as service credits, the amounts specified in this Exhibit B as liquidated damages.

1.1.2 The amounts stated for each occurrence of each performance failure, and the maximum At-Risk Amount, together define the maximum service credits due from Contractor.

1.1.3 The damage remedies stated in this Exhibit B are in addition to any other remedy for damages provided in the Contract. If Agency recovers actual damages in addition to service credits, Agency will reduce such actual damages by the amounts received as service credits for the same events causing the actual damages.

1.1.4 Cure Period. For performance requirements or Service Levels subject to a cure period, the Agency Project Manager will provide written notification of each failure to meet a performance requirement. Unless otherwise specified, Contractor will have five (5) Business Days, from the date of receipt of the written notification of failure to perform to specifications to cure the failure. The State of Oregon may approve additional days at its discretion.

1.1.5 In the event of Contractor’s failure to meet a performance metric or Service Level Guarantee in Exhibit B, Contractor will:
   a. provide the credit due Agency, for the amounts due for any SLA failures specified in this Exhibit B; or
   b. Agency may, in its sole discretion, elect to accept a credit for Change Order services under this Contract. The credit will be equal to the value of the SLA credits due for any Service Level misses for the SLAs so designated above.

1.1.6 Notice. Credits due from SLA remedies will be reported monthly, and such credits may be used or applied in any manner set forth herein. Such reporting will identify those credits that are subject to earnback. Agency will provide written notification of the intent to receive SLA credits.

1.1.7 Payment. Amounts due Agency as service credits will be provided against Contractor’s invoice, or carried, at Agency’s election, as a credit that Agency can use as offsets against future amounts due for money payable to Contractor pursuant to this Contract.
1.1.8 Agency may, at its sole discretion, return a portion of Service Level credits as an incentive payment to Contractor for prompt and lasting correction of performance deficiencies.

1.2 Service Level Agreement Effective Date

1.2.1 Service Level. Service Levels will be effective 30 days following Final Acceptance, on or about January 1st, 2017.

1.3 Definitions

Severity Level 1 – Severly impacts the operation of the System and/or the functions and/or applications and/or causes continual interruption of use. Complete failure of a single component of the System. For example,
- The System or a main subsystem is unavailable, preventing the System or a core function from operating or causing core functions or major functionality to operate with grossly incorrect results.
- Critical System core including WAN Selective Routing or ALI DB outage (or imminent outage) with critical impact on service delivery.
- Total loss of System Services to Agency or PSAP site.
- Overall WAN performance less than minimum performance threshold of 80% for a 2 hour contiguous period.

Severity Level 2 – Service performance, degradation resulting in intermittent availability of the System. For example,
- Use of the System or a subsystem is interrupted or a System failure otherwise causes major functions to not operate or to operate with significantly incorrect results, such as data processing errors.
- WAN performance below agreed to 2Mb throughput for over a 2 hours contiguous period.
- Potential critical impact on service delivery of 911 Jurisdiction to end user (caller)

Severity Level 3 – Does not qualify as a Severity 1 or 2 but which nonetheless prevents minor functionality from operating or causes minor functions to operate with incorrect results. For example,
- A component, minor application or procedure is down, unusable, or difficult to use.
- Some operational impact, but no immediate impact on service delivery.
- Incidents that degrade service but do not prevent delivery of service.
- Potential exposure to ability to deliver service.
- Scattered customers affected.

Meantime to Respond - the time between Agency or 911 Jurisdiction requesting a ticket as denoted by the time the incident is logged into the Contractor’s ticketing system and Contractor responding that Contractor is working the ticket.
**Meantime to Restore** - Service restoration occurs when the Agency or 911 Jurisdiction confirms the Service is returned to a usable state. Work arounds are considered as restored for SLA regarding time to restore.

**Meantime Status Reporting:** Contractor shall provide trouble ticket status updates
- Sev-1: every 30 minutes; or when a significant event unfolds;
- Sev-2: every 60 minutes; or when a significant event unfolds;
- Sev-3: every 120 minutes (during business hours)

1.4 **Monitoring and Reporting**

1.4.1 Monitoring and audit by Agency. All performance metrics and Service Level Guarantees described in this Contract are subject to monitoring and audit by Agency as set forth in section 22 the Contract.

1.4.2 Contractor shall measure and report upon its performance against the performance metrics and Service Level Guarantees as of the SLA Effective Date designated in Exhibit B herein, unless a different date for a specific metric is approved in writing by the Contract Administrator and Agency Program Manager. Contractor shall, as set forth in the SOW, provide and implement measuring tools to measure and report upon each performance metric and Service Level Guarantees on a monthly basis. These reports must show at least performance for the period being reported and trends over time.

1.4.3 Contractor shall provide reports on its performance either (a) as part of the periodic status reports required under specific Tasks or, if no status report is required or Agency approves in writing, under separate cover on a schedule set forth in the SOW in a form approved by Agency, and (b) for Steady State Services, as monthly SLA reports.

1.4.4 When Contractor is required to submit periodic SLA status reports, and no reporting schedule is otherwise set in the Statement of Work or approved in writing by Agency, Contractor shall provide (i) a set of hard and a set of electronic reports on or before the tenth (10th) Business Day of the month following the month in which performance is measured, and (ii) identification of any Service Level Credits due to Agency for failure to meet a performance metric or Service Level Guarantee.
   a. If Contractor fails to report on its actual performance as required above and Agency provides notice to Contractor that such reports have not been received, then if not provided by the fifteenth (15th) Business Day of the month in which the report is due, then unless otherwise excused, or agreed by the parties, Contractor will be deemed to have missed all unreported metrics and service levels for the month.

1.5 **Modifications to Service Level Agreements**

1.5.1 Agency and the Contractor may add or modify performance metrics and Service Level Guarantees in accordance with the PCR process in Section 7.1 of the Contract. The Parties agree that:
a. Changes to service levels will be established based on current performance (at least three (3) months of data) and business requirements, and
b. Additional requirements may be added based on business requirements

1.5.2 Notice; Limit. Agency will send written notice to Contractor at least thirty (30) Calendar Days prior to the quarter date that a modification to a performance metric or a Service Level Guarantee is to be effective, unless a shorter time frame is agreed upon by Contractor. Agency may send such a notice (which notice may contain multiple changes) not more than once every ninety (90) Calendar Days.

1.5.3 Notwithstanding the foregoing, Agency may delete service levels at any time during the Term by sending written notice to Contractor.

1.6 Other Provisions

1.6.1 Earn Back Process. Contractor will have earn back opportunities with respect to Remedies/ Credits owed to the State of Oregon as a result of a Service Level default as follows:
   a. Within thirty (30) days after the first anniversary of the month in which any Service Level default occurs for any service level measure, the Contractor shall provide a report to the State of Oregon that will include, with respect to each service level measure for which there was a Service Level default, the following:
      - Statistics on the Contractor's average monthly performance during the preceding twelve (12) months;
      - The amount of Service Level Credit imposed for each Service Level default; and
      - The total amount of Service Level Credits imposed for Service Level defaults.
   b. If, for the rolling twelve (12) month period immediately following the Service Level default (the "12-Month Review Period"):
      - Contractor achieves, on average, a monthly performance in the corresponding service level measure that was greater than, or equal to, the Expected Service Level in effect for such measure; and
      - there was no recurrence of a Service Level default during such rolling 12-Month Review Period;
   c. Contractor will not be obligated to issue a Service Credit for that Service Level default for such service level measure; and if no earn back has been earned for the Service Level default, Contractor will issue a performance credit in the monthly invoice following such rolling 12-Month Review Period.
   d. Earn backs are based on exceeding the Expected Service Level, not the Minimum Service Level.
   e. Earn backs are limited to the cumulative total amount of unreturned Service Credits paid by Contractor to Agency. (i.e. Agency shall not be required to pay Contractor any amounts as earn backs if Contractor has not paid Agency any Service Credits, and Agency shall not be required to pay Contractor any amounts as earn backs if Agency has already returned the amount of Services Credits to Contractor as earn backs.)

1.6.2 Single Triggering Event / Multiple Failures
If a single triggering event, causes Contractor to miss multiple Service Levels in a calendar month, then Agency will receive credits only for one of the missed Service Level (the greatest individual Service Level Credit) associated with such Service Level Failure in the applicable calendar month. [“no double dipping”]

1.7 General Exclusions.
Service Credits will not be available to the Agency in the following cases in which performance is impacted as a result of:
- the acts or omissions of Agency, its employees, contractors or agents or its members, end-users, customers who utilize or access the Services or the Contractor network via the Services;
- the failure or malfunction of equipment, applications or systems not managed by Contractor;
- circumstances or causes beyond the control of Contractor, including instances of a Force Majeure Event;
- failure caused by Agency use of Software not provided by Contractor; or
- the unavailability of required Agency personnel, including as a result of failure to provide Contractor with accurate, current contact information, or access to an Agency site.

2. Final Acceptance

2.1 Performance Requirement

It is critical to the State’s interest that Final Acceptance of the System occur on or before the date agreed to in the Statement of Work.

Contractor's capability to meet this date will be determined following the conclusion of the Implementation Task, in accordance with Section 2.7 of this Contract. If the System did not achieve the Acceptance Criteria Final Acceptance on the applicable date, then if after such date and before Contractor achieves Agency’s Final Acceptance, an existing Router fails and causes an outage, Contractor will credit Agency a one-time credit of $15,000.00 per failed Router. For purposes of determining Contractor’s accomplishing timely Implementation, the date in the Statement of Work shall be adjusted day-for-day for delays due to Agency’s or its 3rd Parties’ actions or inactions.
STeady State Services Phase: Service Levels

The following sections apply, during the Steady State phase of the Contract described in the Statement of Work. Where applicable, the minimum and expected service levels are described within each service level measure.

A service level default is an event that triggers a financial remedy (“Service Credit”) to the State of Oregon, as a result of Contractor’s performance falling under the minimum service level for any month for a measure or Chronic Outage. The total amount of all Service Credits in a month is capped by the Amount at Risk which is 12% of the monthly MRCs. Contractor shall report on all Service Levels and Key Performance Indicators. DAS and Contractor shall meet on at least a quarterly basis to review Contractor performance and the designations. Once every quarter, DAS may evaluate and revise the designation of the eligible Service Levels and revise the weighted allocation of the total Amount at Risk available to each measure, provided, however that the Service Level for any one measure may not exceed 40% of total Amount at Risk.

Service Levels

1. Throughput/Speed Test: The average measured speed attained in an applicable month per site, as measured between the points set forth in Appendix 1 (attached). Excludes scheduled down time and any other occurrence when measures are unavailable. In order to meet this service level, the throughput must meet or exceed the availability percentage target for any given measurement period.

   A = \{\frac{\text{sum of monthly measurements per site}}{\# \text{ of monthly measurements per site}}\} \quad \text{Average Monthly Speed per Site} \geq 2 \text{mb}

<table>
<thead>
<tr>
<th>Minimum Service Level</th>
<th>\geq 2 \text{ mb}</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Service Level</td>
<td>\geq 2 \text{ mb}</td>
</tr>
</tbody>
</table>

Results will be measured and reported on a per-site basis.
Remedy: Remedy set forth in Table A will be allocated pro rata across the applicable Sites, such pro rata amount to be credited in the event of a Throughput/Speed Test failure.

2. Latency: Contractor will provide an end to end (as defined herein) latency service level, measured per PSAP location. Latency will be measured via roundtrip pings on an ongoing basis every five minutes to determine a monthly performance level for latency between customer edge (CE) locations as identified herein. Excludes scheduled down time and any other occurrence when measures are unavailable.

Latency is calculated as follows:
A = [B/C *100], where
• A = Average Latency during Measurement Period.
• B = Aggregate sum of per site discrete measurements during Measurement Period.
• C = the # of discrete measurements per site during the Measurement Period.

<table>
<thead>
<tr>
<th>Minimum Service Level</th>
<th>35ms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Service Level</td>
<td>20ms</td>
</tr>
</tbody>
</table>

Results will be measured and reported on a per-site basis.
Remedy: Remedy set forth in Table A will be allocated pro rata across the applicable Sites, such pro rata amount to be credited in the event of a Latency failure.

3. **Jitter:** Jitter is a measurement of the interpacket delay variance and packet loss in the IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic. Contractor shall measure UDP traffic during a month and calculate average Jitter. Excludes scheduled down time and any other occurrence when measures are unavailable.

A = [(B/C)] *100, where
• A = Average Jitter during Measurement Period.
• B = The sum of per site discrete measurements during Measurement Period.
• C = the # of discrete measurements during the Measurement Period.

<table>
<thead>
<tr>
<th>Minimum Service Level</th>
<th>&gt;= 2 ms achievement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Service Level</td>
<td>&gt;= 1 ms achievement</td>
</tr>
</tbody>
</table>

Results will be measured and reported on a per-site basis.
Remedy: Remedy set forth in Table A will be allocated pro rata across the applicable Sites, such pro rata amount to be credited in the event of a Jitter failure.

4. **WAN (MPLS) Availability:** The percentage of time the WAN is available during the Measurement Period. The WAN is considered available unless the Contractor detects or an Agency or 911 Jurisdiction notifies Contractor of an Outage.

A = [(B-C)/B] *100, where
• A = % of Availability of Site WAN during Measurement Period.
• B = Total amount of time the Site WAN is expected to be available during Measurement Period. ((# of days in reporting period x 24 hours per day x 60 minutes per hour) – maintenance performed within Scheduled Maintenance Window – General Exclusions).
• C = Down Time, defined as the monthly aggregated Site Outage Minutes (in minutes) during Measurement Period.
• Quotient is multiplied by 100 to calculate the percent figure.

<table>
<thead>
<tr>
<th>Minimum Service Level</th>
<th>99.9%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Service Level</td>
<td>100%</td>
</tr>
</tbody>
</table>
Results will be measured and reported on a per-site basis. Remedy: Remedy set forth in Table A will be allocated pro rata across the applicable Sites, such pro rata amount to be credited (per Site) in the event of a Site WAN failure.

5. **ALI Database Update**: ALI applicable database updates shall be performed by Contractor in no less than two (2) business days. The frequency in which the information in the ALI database is updated and kept current. This measurement shall be a key performance indicator ("KPI") and not eligible to be an SLA.

<table>
<thead>
<tr>
<th>Minimum Target</th>
<th>90% of Updates made in no less two (2) business days, reported monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Target</td>
<td>95% of Updates made in no less than two (2) business days, reported monthly</td>
</tr>
</tbody>
</table>

6. **ALI Database Availability**: The percentage of time the ALI Database is available during the Measurement Period. The ALI Database is considered available unless Contractor detects an error or an Agency or 911 Jurisdiction notifies Contractor of service failure.

\[
A = (B-C) * 100, \text{ where}
A = \text{Percentage of Availability of ALI Database during Measurement Period.}
B = \text{Total amount of time the Customer Portal is expected to be available during Measurement Period. }\((\# \text{ of days in reporting period} \times 24 \text{ hours per day} \times 60 \text{ minutes per hour}) – \text{maintenance performed within Scheduled Maintenance Window}).
C = \text{Down Time, defined as the amount of time the Customer Portal is unavailable during Measurement Period.}
\]

*Quotient is multiplied by 100 to calculate the percent figure.

<table>
<thead>
<tr>
<th>Minimum Service Level</th>
<th>99.8%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Service Level</td>
<td>99.9%</td>
</tr>
</tbody>
</table>

7. **Network Average Packet Loss**: Packet delivery is measured on an ongoing basis every five minutes to determine an average monthly performance level for packets actually delivered between the POPs. Contractor will support packet delivery goal of 99.9% (or packet loss of .1% or less). Measurements during periods of network downtime/ouage will not be included.

\[
A = [(B/C)] * 100, \text{ where}
A = \text{Average Packet Loss during Measurement Period.}
B = \text{The sum of per site discrete measurements during Measurement Period.}
C = \text{the # of discrete measurements during the Measurement Period.}
\]

<table>
<thead>
<tr>
<th>Minimum Service Level</th>
<th>99.9% (or packet loss of .1% or less).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Service Level</td>
<td>99.95% (or packet loss of 0.05 % or less).</td>
</tr>
</tbody>
</table>
Results will be measured and reported on a per-site basis.
Remedy: Remedy set forth in Table A will be allocated pro rata across the applicable Sites, such pro rata amount to be credited in the event of a Packet Loss failure.

8. **SoftMACD Response:** A software change for which the tasks have an accepted and established process and procedure and can be completed remotely.

Timely SoftMACD responses / All SoftMACD x 100 = Monthly Result

<table>
<thead>
<tr>
<th>Minimum Service Level</th>
<th>Soft MACDs shall be responded to (acknowledge receipt) within 48 hours of receipt of SO * [ assuming completion]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Service Level</td>
<td>Soft MACDs shall be completed within 48 hours of receipt of SO.</td>
</tr>
</tbody>
</table>

9. **Planned Maintenance Downtime:** For all proposed services, maintenance downtime will not be considered an outage and therefore have no affiliated financial remedies, except when an actual outage arises from changes during the planned maintenance that extend outside the scheduled maintenance window which then the appropriate SEV level will be applied. Planned maintenance shall be agreed upon per agreed upon per PSAP. Contractor agrees to make maintenance changes during the allocated maintenance window or agreed Urgent Maintenance period. Successful completion of planned maintenance means no outage extended beyond the agreed window.

\[
\text{# of Outage Windows Successful (no outage extended beyond agreed window) / # Total Outage Windows x 100}
\]

<table>
<thead>
<tr>
<th>Minimum Service Level</th>
<th>95%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Service Level</td>
<td>98%</td>
</tr>
</tbody>
</table>

10. **Chronic Trouble Ticket:** A chronic trouble ticket is the occurrence of three Service Level Failures for the same Service Level standard / site for the same issue and same site, occurring within a rolling six-month period.

Remedy: for such third failure and subsequent applicable failures in the rolling period, the Remedy for such Chronic SLA miss will be the assessment of 3x for each outage thereafter, capped at the maximum weighting limit.

9.11. **Planned Maintenance Notification:** Contractor must notify Agency and impacted 911 Jurisdiction five\{5\} business days prior to any planned maintenance. Urgent maintenance may occur without notice if followed up within seven days with documentation supporting reason for the urgency, description of the work performed, duration, and final result, provided however
Contractor shall use its best efforts to notify Agency and affected 911 Jurisdiction prior to any urgent maintenance. Contractor will, for 99% of all maintenance events, comply with the notification rule herein.

Timely Maintenance Notifications / All Maintenance Notifications x 100 = Monthly Result

10.12. **Billing Timeliness:** Describes the percent of billable events (e.g. service orders/repair tickets/remote change) for which billing has been submitted within three billing cycles of work completion. Once a billing accuracy is mutually acknowledged by the Agency and Contractor, Contractor will submit 99.9% of all billing adjustments within 120 days of the date either purchaser or proposer identified and verified the resolution of the billing dispute (a “Resolved Dispute”). In the event of a failure to achieve such SLA in a month,

\[ A = \frac{B}{C} \times 100, \]

where
\[ A = \text{Percent of billable events submitted within three billing cycles}. \]
\[ B = \text{Number of billable events invoiced in the period that are submitted within three billing cycles}. \]
\[ C = \text{Total number of billable events invoiced within the Measurement Period}. \]

- Quotient is multiplied by 100 to calculate the percent figure.

<table>
<thead>
<tr>
<th>Minimum Service Level</th>
<th>99.9 % Billing submitted within three (3) billing cycles of work completion.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Service Level</td>
<td>99.95 % Billing submitted within three (3) billing cycles of work completion.</td>
</tr>
</tbody>
</table>

11.13. **Timeliness of Service Level Reports:** Contractor Service Level Reports will be available to the Agency in the requested timeframe via Contractor Web-based management portal.

Service Level: The percent of service level reports delivered within ten (10) Business Days of the final day of the prior reporting period.

<table>
<thead>
<tr>
<th>Minimum Service Level</th>
<th>95%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Service Level</td>
<td>100%</td>
</tr>
</tbody>
</table>

12.14. **On-line Contractor Reports** will be available to the Agency and 911 Jurisdictions at all times via Contractor’s Web-based management portal in accordance with the Service Level below. In order to meet this service level, the Customer Portal must meet or exceed the availability percentage target for any given Measurement Period. The Customer Portal is considered available unless Contractor detects an error or an Agency or 911 Jurisdiction notifies Contractor of service failure.

\[ A = (B-C) \times 100, \]

where
\[ A = \text{Percentage of Availability of Customer Portal during Measurement Period}. \]
B = Total amount of time the Customer Portal is expected to be available during Measurement Period. \(((\# \text{ of days in reporting period} \times 24 \text{ hours per day} \times 60 \text{ minutes per hour}) - \text{maintenance performed within Scheduled Maintenance Window})\).

C = Down Time, defined as the amount of time the Customer Portal is unavailable during Measurement Period.

*Quotient is multiplied by 100 to calculate the percent figure.

<table>
<thead>
<tr>
<th>Minimum Service Level</th>
<th>99.8%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Service Level</td>
<td>99.9%</td>
</tr>
</tbody>
</table>

13.15. **Hard-Copy, Customer Reports Timeliness:** In addition to reporting via the Portal, Contractor shall also submit specified hard copy reports to the Agency and 911 Jurisdiction’s within 10 business days of the end of each quarter (or monthly if requested).

14.16. **SLA Credit Reconciliation:** Contractor will provide SLA credit Reconciliation for credits due, within 90 days.

15.17. **Availability of On-Line Trouble Ticketing System:** Contractor’s trouble-ticketing system and NOC will be available in accordance with the availability percentage target for the Measurement Period. The Trouble-Ticketing system is considered available unless Contractor detects an error or an Agency or 911 Jurisdiction notifies Contractor of service failure.

A = (B - C) * 100, where

A = Percentage of Availability of Customer Portal during Measurement Period.

B = Total amount of time the Customer Portal is expected to be available during Measurement Period. \(((\# \text{ of days in reporting period} \times 24 \text{ hours per day} \times 60 \text{ minutes per hour}) - \text{maintenance performed within Scheduled Maintenance Window})\).

C = Down Time, defined as the amount of time the Customer Portal is unavailable during Measurement Period.

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<table>
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<tr>
<th>Minimum Service Level</th>
<th>99.9%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Service Level</td>
<td>99.99%</td>
</tr>
</tbody>
</table>

16.18. **Trouble Ticket Response**

a. **Response Target:** Contractor will respond to Sev-1-2-3 incidents within 30 minutes.

A = (B/C) *100, where:

A = Percentage of incidents responded within target timeframe

B = incidents responded within target timeframe.

C = Total incidents responded within the Measurement Period.

*Quotient is multiplied by 100 to calculate the percent figure.

<table>
<thead>
<tr>
<th>Minimum Service Level</th>
<th>95%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Service Level</td>
<td>98%</td>
</tr>
</tbody>
</table>
17.19. Trouble Ticket Restore

a. **Response Target**: Contractor will restore affected services for Sev-1-2-3 trouble tickets within the respective target timeframe (set forth below).

\[ A = \frac{B}{C} \times 100 \]

- **A** = Percentage of successful outage restores within target timeframe
- **B** = Total ticket/outages restored within target timeframe
- **C** = Total outage tickets within the Measurement Period.

*Quotient is multiplied by 100 to calculate the percent figure.

<table>
<thead>
<tr>
<th>Minimum Service Level</th>
<th>90%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Service Level</td>
<td>95%</td>
</tr>
</tbody>
</table>

### Severity Level

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Minimum Restore Time</th>
<th>Expected Restore Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sev-1</td>
<td>6 hours</td>
<td>2 hours</td>
</tr>
<tr>
<td>Sev-2</td>
<td>12 hours</td>
<td>4 hours</td>
</tr>
<tr>
<td>Sev-3</td>
<td>24 business hours</td>
<td>8 hours</td>
</tr>
</tbody>
</table>

18.20. **Trouble Ticket Status Reporting**: Contractor shall provide trouble ticket status updates, as stated in the Severity Level definitions.

Timely Status Reports / All Status Reports x 100 = Monthly Result

<table>
<thead>
<tr>
<th>Minimum Service Level</th>
<th>90%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Service Level</td>
<td>98%</td>
</tr>
</tbody>
</table>

### SUMMARY OF SERVICE LEVEL MEASUREMENTS

<table>
<thead>
<tr>
<th>SLA #</th>
<th>SLA Name / Description</th>
<th>Service Levels</th>
<th>Type of Measure</th>
<th>Remedy</th>
<th>Site Level or System Wide</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Throughput/Speed Test</td>
<td>&gt;=2mb</td>
<td>&gt;2mb</td>
<td>SLA</td>
<td>2%</td>
</tr>
<tr>
<td>2</td>
<td>Latency</td>
<td>&lt;35ms</td>
<td>&lt;20ms</td>
<td>SLA</td>
<td>2%</td>
</tr>
<tr>
<td>3</td>
<td>Jitter</td>
<td>&lt;2ms</td>
<td>&lt;1ms</td>
<td>SLA</td>
<td>2%</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Percent 1</td>
<td>Percent 2</td>
<td>SLA</td>
<td>Site Level</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------</td>
<td>-----------</td>
<td>-----------</td>
<td>------</td>
<td>------------------</td>
</tr>
<tr>
<td>4</td>
<td>WAN Availability</td>
<td>99.9%</td>
<td>100%</td>
<td>SLA</td>
<td>40%</td>
</tr>
<tr>
<td>6</td>
<td>ALI Database Availability</td>
<td>99.8%</td>
<td>99.9%</td>
<td>SLA</td>
<td>20%</td>
</tr>
<tr>
<td>7</td>
<td>Network Average Packet Loss</td>
<td>0.1%</td>
<td>0.05%</td>
<td>SLA</td>
<td>2%</td>
</tr>
<tr>
<td>8</td>
<td>SoftMACD</td>
<td>48 hour notification of receipt</td>
<td>48 completion</td>
<td>SLA</td>
<td>2%</td>
</tr>
<tr>
<td>9</td>
<td>Chronic Trouble Ticket</td>
<td>3 tickets for same SLA failure on same service/site in a rolling 6 month period</td>
<td>3 tickets for same SLA failure on same service/site in a rolling 6 month period</td>
<td>SLA</td>
<td>2%</td>
</tr>
<tr>
<td>10</td>
<td>Planned Maintenance Notification</td>
<td>5 day notice prior</td>
<td>7 day notice prior</td>
<td>SLA</td>
<td>2%</td>
</tr>
<tr>
<td>11</td>
<td>Billing Timeliness</td>
<td>99.9% submitted within 3 billing cycles of completion</td>
<td>99.95% submitted within 3 billing cycles of completion</td>
<td>SLA</td>
<td>1%</td>
</tr>
<tr>
<td>12</td>
<td>Timeliness of Service Level Reports</td>
<td>95%</td>
<td>100%</td>
<td>KPI</td>
<td>System Wide</td>
</tr>
<tr>
<td>13</td>
<td>On-line Customer Reports/Portal Availability</td>
<td>99.8%</td>
<td>99.9%</td>
<td>SLA</td>
<td>2%</td>
</tr>
<tr>
<td>14</td>
<td>Hard-Copy, Customer Reports Timeliness</td>
<td>10 business days from end of quarter</td>
<td>10 business days from end of quarter</td>
<td>KPI</td>
<td>System Wide</td>
</tr>
<tr>
<td>15</td>
<td>SLA Credit Reconciliation</td>
<td>90 days</td>
<td>90 days</td>
<td>SLA</td>
<td>1%</td>
</tr>
<tr>
<td>16</td>
<td>Availability of On-Line Trouble Ticketing System</td>
<td>99.9%</td>
<td>99.99%</td>
<td>SLA</td>
<td>2%</td>
</tr>
<tr>
<td>17</td>
<td>Trouble Ticket Response Time (Sev 1-3)</td>
<td>90%</td>
<td>98%</td>
<td>SLA</td>
<td>5%</td>
</tr>
<tr>
<td>18</td>
<td>Trouble Ticket Service Restore Time (Sev 1-3)</td>
<td>90% of Tickets resolved within Severity-specified targets</td>
<td>95% of Tickets resolved within Severity-specified targets</td>
<td>SLA</td>
<td>10%</td>
</tr>
<tr>
<td>19</td>
<td>Trouble Ticket (Sev-1-3) Status Reporting</td>
<td>90%</td>
<td>98%</td>
<td>SLA</td>
<td>5%</td>
</tr>
</tbody>
</table>