

Service Level Agreements  
Category 20 - MPLS Data Network

### Trouble Ticket Stop Clock Conditions

Only the following conditions shall be allowed to stop the duration of the Service Level Agreements. The Contractor shall document durations using the Stop Clock Condition (SCC) listed in Table 20.4.7.a, which must include start and stop time stamps in the Contractor's Trouble Ticket Reporting Tool (SOW Business Requirements Section G.10.4) or Customer provisioning Service Request for each application of an SCC.

**Table 20.4.7.a – Stop Clock Conditions**

Line Item	Stop Clock Condition (SCC)	SCC Definition
1	END-USER REQUEST	Periods when a restoration or testing effort is delayed at the specific request of the End-User. The SCC shall exist during the period the Contractor was delayed, provided that the End-User's request is documented and time stamped in the Contractor's trouble ticket or Service Request system and shows efforts are made to contact the End-User during the applicable Stop Clock period.
2	OBSERVATION	Time after a service has been restored but End-User request ticket is kept open for observation. If the service 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 Service has not been restored.

Line Item	Stop Clock Condition (SCC)	SCC Definition
3	END-USER NOT AVAILABLE	Time after a service has been restored but End-User is not available to verify that the Service is working. If the service is later determined by the End-User to not have been restored, the Stop Clock shall apply only for the time period between Contractor's reasonable attempt to notify the End-User that Contractor believes the service has been restored and the time the End-User notifies the Contractor that the Service has not been restored.
4	WIRING	Restoration cannot be achieved because the problem has been isolated to wiring that is not maintained by Contractor or any of its Subcontractors or Affiliates. If it is later determined the wiring is not the cause of failure, the SCC shall not apply.
5	POWER	Trouble caused by a power problem outside of the responsibility of the Contractor.
6	CUSTOMER PROVISIONING DELAY	Delays to Provisioning caused by lack of Customer's building entrance Facilities, conduit structures that are the Customer's responsibilities or Extended demarcation wiring. If the Service Providing Contractor has been contracted by the Customer for extended demarcation, this SCC shall not apply to missed dates/times. The Customer Provisioning Delay SCC is restricted to Provisioning SLAs only.
7	ACCESS	<p>Limited access or contact with End-User provided the Contractor documents in the trouble ticket several efforts to contact End-User for the following:</p> <ul style="list-style-type: none"> <li>a. Access necessary to correct the problem is not available because access has not been arranged by site contact or End-User representative;</li> </ul>

Line Item	Stop Clock Condition (SCC)	SCC Definition
		<p>b. Site contact refuses access to technician who displays proper identification;</p> <p>c. Customer provides incorrect site contact information which prevents access, provided that Contractor takes reasonable steps to notify End-User of the improper contact information and takes steps to obtain the correct information; or,</p> <p>d. Site has limited hours of business that directly impacts the Contractor's ability to resolve the problem.</p> <p>If it is determined later that the cause of the problem was not at the site in question, then the Access SCC shall not apply.</p>
8	STAFF	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 timely request to End-User staff to correct the problem or delay and document in trouble ticket.
9	APPLICATION	End-User software applications that interfere with repair of the trouble.
10	CPE	Repair/replacement of Customer Premise Equipment (CPE) not provided by Contractor if the problem has been isolated to the CPE. If determined later that the CPE was not the cause of the service outage, the CPE SCC will not apply.

Line Item	Stop Clock Condition (SCC)	SCC Definition
11	NO RESPONSE	Failure of the trouble ticket originator or responsible End-User to return a call from Contractor's technician for on-line close of trouble tickets after the Service has been restored as long as Contractor can provide documentation in the trouble ticket substantiating the communication from Contractor's technician.
12	MAINTENANCE	An outage directly related to any properly performed scheduled maintenance or upgrade scheduled for CALNET DNCS service. Any such stop clock condition shall not extend beyond the scheduled period of the maintenance or upgrade. SLAs shall 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 the Maintenance SCC.
13	THIRD PARTY	Any problem or delay caused by a third party not under the control of Contractor, not preventable by Contractor, including, at a minimum, cable cuts not caused by the Contractor. Contractor's Subcontractors and Affiliates shall be deemed to be under the control of Contractor with respect to the equipment, services, or Facilities to be provided under this Contract.
14	FORCE MAJEURE	Force Majeure events, as defined in the eVAQ General Provisions - Telecommunications, Section 28 (Force Majeure).

Line Item	Stop Clock Condition (SCC)	SCC Definition
15	CUSTOMER ENVIRONMENTAL	An outage directly caused by customer premise environmental conditions, which are outside the control and responsibility of the Contractor. This includes a non-secured location, excessive heat or lack of cooling. If determined later that the environmental conditions were not the cause of the service outage, or a result of the Contractor modifying Contractor provided equipment without Customer's approval, the Customer Environmental SCC will not apply.

## Technical Service Level Agreements (SLAs)

The Contractor shall provide and manage the following Technical SLAs.

### 20.4.8.1 Availability (M-S)

**SLA Name:** Availability

**Definition:**

The percentage of time a CALNET MPLS Data Networks service is fully functional and available for use each calendar month.

**Measurement Process:**

The monthly Availability Percentage shall be based on the accumulative total of all Unavailable Time derived from all trouble tickets closed, for the individual affected service (per Circuit ID or Service ID), per calendar month. The monthly Availability Percentage equals the Scheduled Uptime per month less Unavailable Time per month divided by Scheduled Uptime per month multiplied by 100. Scheduled Uptime is based on 24 x number of days in the month. All Unavailable Time applied to other SLAs, which results in a remedy, will be excluded from the monthly accumulated total.

Measurement Process for VSAT service only:

The measurement of Availability is between the VSAT Router at customer premise and the router at Verizon Teleport VSAT services using .<1.2 Meter Antenna are excluded from this SLA The Availability measurement will begin 24 hours after the opening of a trouble ticket for Portable Quick/Auto Deploy and VSAT Fixed Router/Modem that are located outside 150 driving miles from the service cities (Anaheim, Costa Mesa, Fallbrook, Folsom, Lakewood, Lodi, Long Beach, Modesto, Ontario, Redding, Riverside, Rocklin, Sacramento, Santa Ynez, Stockton, Suisun City, Torrance)

**Services:**

MPLS, VNS, VSAT, MAAS, SCI, Managed Routers, MPLS Wireless Backup, Managed WAN, Managed WAN Optimization

**Objective A:**

The objective will be based on the access type identified in the table below:

<b>Service Type</b>	<b>Basic (B)</b>	<b>Standard (S)</b>	<b>Premier (P)</b>	<b>Bidder's Objective Commitment (B, S or P)</b>
DS1	≥ 99.2%	≥ 99.5%	≥ 99.8%	<b>P</b>
DS3	≥ 99.7%	≥ 99.8%	≥ 99.9%	<b>P</b>
Ethernet	≥ 99.2%	≥ 99.5%	≥ 99.8%	<b>P</b>
VNS	≥ 99.2%	≥ 99.5%	≥ 99.8%	<b>S</b>
VSAT	≥ 99.2%	≥ 99.5%	≥ 99.8%	<b>S</b>
MAAS	≥ 99.2%	≥ 99.5%	≥ 99.8%	<b>S</b>
SCI	≥ 99.2%	≥ 99.5%	≥ 99.8%	<b>P</b>
Managed Routers	≥ 99.2%	≥ 99.5%	≥ 99.8%	<b>S</b>
MPLS Wireless Backup	≥ 99.2%	≥ 99.5%	≥ 99.8%	<b>S</b>
Managed WAN	≥ 99.2%	≥ 99.5%	≥ 99.8%	<b>S</b>
Managed WAN Optimization	≥ 99.2%	≥ 99.5%	≥ 99.8%	<b>S</b>

**Rights and Remedies:**

## 1. Per Occurrence:

- N/A

## 2. Monthly Aggregated Measurements:

- First month to fail to meet the committed SLA objective shall result in a 15% credit or refund of the TMRC.
- The second consecutive month to fail to meet the committed SLA objective shall result in a 30% credit or refund of TMRC.
- Each additional consecutive month to fail to meet the committed SLA objective shall result in a 50% credit or refund of the TMRC.

### 20.4.8.2 Catastrophic Outage 1 (CAT 1) (M-S)

**SLA Name:** Catastrophic Outage 1 (CAT 1)

**Definition:**

The total loss of service at a single address based on a common cause resulting in one or more of the following:

- Failure of two or more service types, or
- Failure of ten access circuits, or

Failure of a single MPLS port or access circuit with a transport speed greater than or equal to 200 Mbps.

**Measurement Process:**

The Outage Duration begins when a network alarm is received by the Contractor from an outage-causing event or the opening of a trouble ticket by a Customer, or the Contractor, whichever occurs first. The Contractor shall open a trouble ticket for each service (Circuit ID or Service ID) affected by the common cause. Each End-User service is deemed out of service from the first notification until the Contractor determines the End-User service (Circuit ID or Service ID) is restored minus SCC. Any service reported by a Customer as not having been restored shall have the outage time adjusted to the actual restoration time.

**Services:**

MPLS, VNS, MAAS, Managed Routers, MPLS Wireless Backup, Managed WAN, Managed WAN Optimization

**Objectives:**

The objective restoral time will be:

Access Type	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)
MPLS	≤ 3 hours	≤ 2 hours	≤ 1 hour	P
VNS	≤ 3 hours	≤ 2 hours	≤ 1 hour	P



<b>Access Type</b>	<b>Basic (B)</b>	<b>Standard (S)</b>	<b>Premier (P)</b>	<b>Bidder's Objective Commitment (B, S or P)</b>
MAAS	≤ 3 hours	≤ 2 hours	≤ 1 hour	P
Managed Routers	≤ 3 hours	≤ 2 hours	≤ 1 hour	P
MPLS Wireless Backup	≤ 3 hours	≤ 2 hours	≤ 1 hour	P
Managed WAN	≤ 3 hours	≤ 2 hours	≤ 1 hour	P
Managed WAN Optimization	≤ 3 hours	≤ 2 hours	≤ 1 hour	P

### Rights and Remedies:

1. Per Occurrence:
  - 100% credit or refund of the TMRC for each End-User service not meeting the committed objective for each CAT 1 fault.
2. Monthly Aggregated Measurements:
  - N/A

### 20.4.8.3 Catastrophic Outage 2 (CAT 2) (M-S)

**SLA Name:** Catastrophic Outage 2 (CAT 2)

**Definition:**

Any service affecting failure in the Contractor’s (or Subcontractor’s or Affiliate’s) network up to and including the Provider Edge (PE) equipment.

**Measurement Process:**

The Outage Duration begins when a network alarm is received by the Contractor from the outage-causing event or the opening of a trouble ticket by the Customer or Contractor, whichever occurs first. Upon notification from the Customer or network alarm, the Contractor shall compile a list for each End-User service affected by the common cause for tracking and reporting of the SLA rights and remedies. Outage Duration shall be measured on a per-End-User service (Circuit ID or Service ID) basis from information recorded from the network equipment/system or a Customer reported trouble ticket. Each End-User service (Circuit ID or Service ID) is deemed out of service from the first notification until the Contractor determines the End-User service is restored. Any End-User service reported by the End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time.

**Services:**

MPLS, VNS, MAAS, SCI, MPLS Wireless Backup, Managed WAN, Managed WAN Optimization

**Objectives:**

The objective restoral time will be:

Access Type	Basic (B)	Standard (S)	Premier (P)	Bidder’s Objective Commitment (B, S or P)
MPLS	≤ 1 Hour	≤ 30 Minutes	≤ 15 Minutes	P
VNS	≤ 1 Hour	≤ 30 Minutes	≤ 15 Minutes	P
MAAS	≤ 1 Hour	≤ 30 Minutes	≤ 15 Minutes	P

Access Type	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)
SCI	≤ 1 Hour	≤ 30 Minutes	≤ 15 Minutes	P
MPLS Wireless Backup	≤ 1 Hour	≤ 30 Minutes	≤ 15 Minutes	P
Managed WAN	≤ 1 Hour	≤ 30 Minutes	≤ 15 Minutes	P
Managed WAN Optimization	≤ 1 Hour	≤ 30 Minutes	≤ 15 Minutes	P

### Rights and Remedies:

1. Per Occurrence:
  - 100% credit or refund of the TMRC for each End-User service not meeting the committed objective for each CAT 2 fault.
2. Monthly Aggregated Measurements:
  - N/A

### 20.4.8.3.a Catastrophic Outage 2 (CAT 2) (M-S)

**SLA Name:** VSAT Catastrophic Outage 2 (CAT 2)

**Definition:**

Any component failure that results in loss of service to 15 or more sites.

**Measurement Process:**

The Outage Duration begins when a network alarm is received by the Contractor from a service impacting event or the opening of a trouble ticket by the Customer or Contractor, whichever occurs first. Upon notification from the Customer or network alarm, the Contractor shall compile a list for each End-User service affected by the common cause for tracking and reporting of the SLA rights and remedies. Outage Duration shall be measured on a per-End-User service (Circuit ID) basis from information recorded from the network equipment/system or Customer reported trouble ticket. Each End-User service (Circuit ID) is deemed out of service from the first notification until the Contractor determines the End-User service is restored. Any End-User service reported by the End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time.

**Services:**

VSAT

**Objectives:**

The objective restoral time shall be less than 12 hours.

**Rights and Remedies:**

1. Per Occurrence:
  - 100% credit or refund of the TMRC for each End-User service not meeting the committed objective for each CAT 2 fault.
2. Monthly Aggregated Measurements:
  - N/A

### 20.4.8.4 Catastrophic Outage 3 (CAT 3) (M-S)

**SLA Name:** Catastrophic Outage 3 (CAT 3)

**Definition:**

The total loss of more than one CALNET DNCS service type in a central office, or the loss of any service type on a system wide basis.

**Measurement Process:**

The Outage Duration begins when a network alarm is received by the Contractor from an outage-causing event or the opening of a trouble ticket by the Customer or the Contractor, whichever occurs first. Upon notification from the Customer or network alarm, the Contractor shall open a trouble ticket and compile a list for each End-User service (Circuit ID or Service ID) affected by the common cause for tracking and reporting of the SLA rights and remedies. Outage Duration shall be measured on a per-End-User service (Circuit ID or Service ID) basis from information recorded from the network equipment/system or trouble ticket. Each End-User service (Circuit ID or Service ID) is deemed out of service from the first notification until the Contractor determines the End-User service is restored. Any End-User service reported by the End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time.

**Services:**

MPLS, VNS, MAAS, SCI, MPLS Wireless Backup, Managed WAN, Managed WAN Optimization, VSAT

**Objectives:**

The objective restoral time will be:

Access Type	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B or P)
MPLS	≤ 30 Minutes	N/A	≤ 15 Minutes	P
VNS	≤ 30 Minutes	N/A	≤ 15 Minutes	P
MAAS	≤ 30 Minutes	N/A	≤ 15 Minutes	P

Access Type	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B or P)
SCI	≤ 30 Minutes	N/A	≤ 15 Minutes	P
MPLS Wireless Backup	≤ 30 Minutes	N/A	≤ 15 Minutes	P
Managed WAN	≤ 30 Minutes	N/A	≤ 15 Minutes	P
Managed WAN Optimization	≤ 30 Minutes	N/A	≤ 15 Minutes	P

### Rights and Remedies:

1. Per Occurrence:
  - 100% credit or refund of the TMRC for each service (Circuit ID or Service ID) not meeting the committed objective for each Cat 3 fault.
2. Monthly Aggregated Measurements:
  - N/A

#### 20.4.8.4.a Catastrophic Outage 3 (CAT 3) (M-S)

**SLA Name:** VSAT Catastrophic Outage 3 (CAT 3)

**Definition:**

The total loss of any service type on a system wide basis.

**Measurement Process:**

The Outage Duration begins when a network alarm is received by the Contractor from an outage-causing event or the opening of a trouble ticket by the Customer, whichever occurs first. Upon notification from the Customer or network alarm, the Contractor shall open a trouble ticket and compile a list of each End-User service (Circuit ID) affected by the common cause for tracking and reporting of the SLA rights and remedies. Outage Duration shall be measured on a per-End-User service (Circuit ID) basis from information recorded in the trouble ticket. Each End-User service (Circuit ID) is deemed out of service from the first notification until the Contractor determines service is restored. Any service reported by End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time.

**Services:**

VSAT

**Objectives:**

The objective restoral time shall be less than 4 hours.

**Rights and Remedies:**

1. Per Occurrence:
  - 100 percent of the TMRC and ten (10) Business Days of the ADUC (when applicable) for each End-User service not meeting the committed occurrence objective for each Cat 3 fault.
2. Monthly Aggregated Measurements:
  - N/A

20.4.8.5 Delay – Round Trip Transmission for MPLS Services (M-S)

**SLA Name:** Delay – Round Trip Transmission for MPLS Services

**Definition:**

The average round trip transfer delay measured from the Customer Edge (CE) to the remote CE back to CE (Site A to Site Z to Site A) within the geographic confines of the state of California.

**Measurement Process:**

The End-User/Customer is responsible for opening a trouble ticket with the Contractor’s Customer Service Center (helpdesk) when the Customer suspects the delay is not meeting the committed level. CALNET CMO shall determine the sample interval, provided that a minimum of 100 pings or more shall constitute a test. The Contractor shall provide timely verification, consistent with industry standards. Trouble tickets opened as Delay – Round Trip Transmission for MPLS Services shall not count in availability or Time to Repair measurements unless and until the End-User reports service as unusable.

**Service(s):**

MPLS

**Objective(s):**

Based on a 1,000 byte ping:

Access Type	Basic (B)	Standard (S)	Premier (P)	Bidder’s Objective Commitment (B or P)
MPLS ≥ 1.536 Mbps to < 10 Mbps	< 400ms	N/A	< 340ms	P
MPLS ≥ 11 Mbps to < 100 Mbps	< 400ms	N/A	< 340ms	P
MPLS ≥ 100 Mbps	< 400ms	N/A	< 340ms	P

**Rights and Remedies:**

1. Per Occurrence:
  - N/A
2. Monthly Aggregated Measurements:



- 25% credit or refund of the TMRC per occurrence for the reported service.
- The second consecutive month service fails to meet the committed SLA objectives shall result in a 35% rebate of TMRC.
- Each additional consecutive month service fails to meet the committed SLA objective shall result in a 50% rebate of the TMRC.

20.4.8.5.a VSAT Service Network Packet Delivery / Transit Delay (D)

**SLA Name:** VSAT Service Network Packet Delivery / Transit Delay

**Measurement Process:**

The VSAT latency values are derived from samples collected within the Satellite Network Management System (NMS) every 20 seconds. They are aggregated to a 5 minute resolution for each individual circuit. Then for each VSAT circuit that is in primary or backup active traffic carrying mode (Not in backup / idle mode) within the network during each 5 minute period then the latency is aggregated to represent the overall network performance for that 5 minute period and then the five minute results are then averaged over the month to provide a monthly average.

**Definition:**

Network Packet Delivery and Transit Delay are measured from the VSAT hub located at the Verizon Business teleport to the customer’s VSAT modem and back to the VSAT hub.

**Services:**

VSAT

**Objectives:**

Does not apply for <1.2 Meter Antennas

Region	Antenna/BUC Size	Maximum Throughput	Network Transit Delay (round trip) Milliseconds (Less or equal to)	Network Packet Delivery (Greater or equal to)
CA	1.2m/3w 1.8m/3w	<= 512 Kbps	800	99%
CA	1.2m/4w 1.8m/3w	<= 1024 Kbps	800	99%
CA	1.2m/8W 1.8m/4w 2.4m/4w	<= 2048 Kbps	800	99%

Region	Antenna/BUC Size	Maximum Throughput	Network Transit Delay (round trip) Milliseconds (Less or equal to)	Network Packet Delivery (Greater or equal to)
CA	1.8m/6w 2.4m/6w	<= 3 Mbps	800	99%
CA	1.2m/16w 1.8m/8w 2.4m/8w	<= 4 Mbps	800	99%

### Rights and Remedies:

1. Per Occurrence:
  - N/A
2. Monthly Aggregated Measurements:
  - For each Month in which VzB fails to meet the Network Packet Delivery or Network Transit Delay SLA, customer is eligible for a credit equal to 1/30th of the TMRC for the VSAT service.

20.4.8.6 Excessive Outage (M-S)

**SLA Name:** Excessive Outage

**Definition:**

Any failure that prevents full functionality of the service that remains unresolved for more than the committed objective level.

**Measurement Process:**

This SLA is based on trouble ticket Unavailable Time. The circuit or service is not fully functional during the time the trouble ticket is reported as opened until restoration of the service, minus SCC. If the Customer reports a partial or complete service that is not fully functional and remains unresolved after the closure of the trouble ticket by the Contractor, the Unavailable Time shall be adjusted to the actual restoration time.

**Services:**

MPLS, VNS, MAAS, SCI, Managed Routers, MPLS Wireless Backup, Managed WAN, Managed WAN Optimization, VSAT

**Objectives:**

The Unavailable Time objective shall not exceed:

Access Type	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)
MPLS	16 Hours	12 Hours	8 Hours	P
VNS	16 Hours	12 Hours	8 Hours	P
MAAS	16 Hours	12 Hours	8 Hours	P
SCI	16 Hours	12 Hours	8 Hours	P
Managed Routers	16 Hours	12 Hours	8 Hours	P
MPLS Wireless Backup	16 Hours	12 Hours	8 Hours	P
Managed WAN	16 Hours	12 Hours	8 Hours	P

Access Type	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)
Managed WAN Optimization	16 Hours	12 Hours	8 Hours	P
VSAT	48 hours			

**Rights and Remedies:**

1. Per Occurrence:
  - 100% credit or refund of the TMRC for each service (Circuit ID or Service ID) out of service for a period greater than the committed objective level.
  - Upon request from the Customer or the CALNET Program, the Contractor shall provide a briefing on the excessive outage restoration.
2. Monthly Aggregated Measurements:
  - N/A

### 20.4.8.7 Managed Service Proactive Notification (M-S)

**SLA Name:** Managed Service Proactive Notification

**Definition:**

The proactive outage notification provides credits if the Contractor fails to open a trouble ticket and notify Customer of an Outage for a managed router or managed IP enabled device service. Notification to the Customer shall occur through means agreed to by Contractor and CALNET CMO.

An Outage is defined as an unscheduled period in which the managed router service is interrupted and unavailable for use by Customer for 60 continuous seconds or more than 60 cumulative seconds within a 15-minute period measured by the Contractor.

**Measurement Process:**

The Outage Duration start shall be determined by the first Contractor network alarm resulting from the outage-causing event or the opening of a trouble ticket by the Customer, whichever occurs first. The Contractor has fifteen minutes (Notification Period) to notify the Customer from the start point of the first network alarm. The Contractor is in compliance with the proactive outage notification SLA if the Customer opened the trouble ticket prior to the network alarm or Customer is notified by the Contractor within the Notification Period.

**Services:**

MPLS Access Transport Speeds  
MPLS Port Transport Speeds  
MPLS Port, Access and Layer 3 Bundled Transport Speeds  
VNS  
Managed Routers  
MPLS Wireless Backup  
VSAT (Except Quick Deploy/Auto-Pointing Systems)

**Objectives:**

15 Minutes

**Rights and Remedies:**

1. Per Occurrence:

- Internet Service (Circuit ID) that was impacted during an outage if the Customer was not proactively notified within the notification period.
2. Monthly Aggregated Measurements:
- N/A

### 20.4.8.8 Notification

**SLA Name:** Notification

**Definition:**

The Contractor notification to the CALNET Program and designated stakeholders in the event of a CAT 2 or CAT 3 failure, terrorist activity, threat of natural disaster, or actual natural disaster which results in a significant loss of telecommunication services to CALNET DNCS End-Users or has the potential to impact services in a general or statewide area. The State understands initial information requiring the nature of the outage may be limited.

**Measurement Process:**

The Contractor shall adhere to the Network Outage Response requirements (SOW Business Requirements Section G.3.3, Network Outage Response) and notify the CALNET Program and designated stakeholders for all CAT 2 and CAT 3 Outages or for network outages resulting in a significant loss of service. Notification objectives will be based on the start time of the outage failure determined by the opening of a trouble ticket or network alarm, whichever occurs first. For events based on information such as terrorist activity or threat of natural disaster, the Contractor shall notify the CALNET Program and designated stakeholder when information is available for dissemination to the Customers.

**Services:**

All services

**Objectives:**

Within 60 minutes of the above mentioned failures' start time, the Contractor shall notify the CALNET Program and designated stakeholders using a method defined in SOW Business Requirements, Network Outage Response.

At 60-minute intervals, updates shall be given on the above-mentioned failures via the method defined in SOW Business Requirements, Network Outage Response.

This objective is the same for Basic, Standard and Premier Commitments.

**Rights and Remedies:**

1. Per Occurrence:



- Senior Management Escalation
2. Monthly Aggregated Measurements:
- N/A

### 20.4.8.9 Provisioning (M-S)

**SLA Name:** Provisioning

**Definition:**

Provisioning shall include new services, moves, adds and changes, completed by the Contractor on or before the due dates. The Provisioning SLA shall be based on committed installation intervals established in this SLA or due dates negotiated between the Customer and the Contractor documented on the Contractor's order confirmation notification or Contracted Project Work SOW in accordance with SOW Business Requirements Section G.2.5.4, Provisioning and Implementation. The Contractor shall meet the committed interval dates or due date negotiated with the Customer. If the Customer agrees to a negotiated due date, the negotiated due date supersedes the committed interval. At the Customer's discretion, if the scope of the Service Request(s) meets the Coordinated or Managed Project criteria, negotiated due dates will be established and documented in the Project Timeline per SOW Business Requirements Section G.8, Contracted Service Project Work.

**Provisioning SLAs have two objectives:**

Objective 1: Individual service installation; and,

Objective 2: Successful Install Monthly Percentage by service type.

Note: Provisioning timelines include extended demarcation wiring when appropriate.

**Measurement Process:**

Objective 1: Individual Service Installations: Install intervals are based on the committed installation intervals established in this SLA or due dates negotiated between the Customer and the Contractor. This objective requires the Contractor to meet the due date for each individual service installation. This includes individual circuit/service level installations for Coordinated and Managed Projects.

Objective 2: Successful Install Monthly Percentage per Service Type: The Contractor shall sum all individual installations per service, as listed below, meeting the objective in the measurement period and divide by the sum of all individual service installations due per service in the measurement period and multiply by 100 to equal the percentage of service installations completed on

time. The Contractor must meet or exceed the objective below in order to avoid the rights and remedies.

### Services:

Features must be installed in conjunction with the service except when listed below:

Service (Features must be installed with service except when listed below.)	Committed Interval Days	Coordinated/Managed Project
MPLS Access Transport Speeds	35	Coordinated/Managed Project
MPLS Port Transport Speeds	35	Coordinated/Managed Project
MPLS Port, Access and Layer 3 Bundled Transport Speeds	45	Coordinated/Managed Project
VNS	45	Coordinated/Managed Project
MAAS	45	Coordinated/Managed Project
SCI	35	Coordinated/Managed Project
Managed Routers	Managed Project	Coordinated/Managed Project
MPLS Wireless Backup	Managed Project	Coordinated/Managed Project
Managed WAN	45	Coordinated/Managed Project
Managed WAN Optimization	45	Coordinated/Managed Project
VSAT	Managed Project	Coordinated/Managed Project

### Objectives:

Objective 1: Individual service installation: Service provisioned on or before the due date per installation Service Request.

Objective 2: Monthly Average percent by service type:

Access Type	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B or P)
MPLS Access Transport Speeds	≥ 90%	N/A	≥ 95%	P
MPLS Port Transport Speeds	≥ 90%	N/A	≥ 95%	P
MPLS Port, Access and Layer 3 Bundled Transport Speeds	≥ 90%	N/A	≥ 95%	P
VNS	≥ 90%	N/A	≥ 95%	P

Access Type	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B or P)
MAAS	≥ 90%	N/A	≥ 95%	P
SCI	≥ 90%	N/A	≥ 95%	P
Managed Routers	≥ 90%	N/A	≥ 95%	P
MPLS Wireless Backup	≥ 90%	N/A	≥ 95%	P
Managed WAN	≥ 90%	N/A	≥ 95%	P
Managed WAN Optimization	≥ 90%	N/A	≥ 95%	P
VSAT	≥ 90%	N/A	≥ 95%	P

### Rights and Remedies:

1. Per Occurrence:

- Objective 1: Individual service installations: 50% of installation fee credited to the Customer for any missed committed objective.

2. Monthly Aggregated Measurements:

- Objective 2: 100% of the installation fee credited to the Customer for all service installations (per service type) that did not complete within the committed objective during the month if the Successful Install Monthly Percentage is below the committed objective.

## 20.4.8.10 Time to Repair (TTR)(M-S)

**SLA Name:** Time To Repair (TTR)

**Definition:**

Any failure that prevents full functionality of the service that remains unresolved for more than the committed objective level.

**Measurement Process:**

This SLA is based on trouble ticket Unavailable Time. The circuit or service is not fully functional during the time the trouble ticket is reported as opened until restoration of the service, minus SCC. If the Customer reports a partial or complete service that is not fully functional and remains unresolved after the closure of the trouble ticket by the Contractor, the Unavailable Time shall be adjusted to the actual restoration time.

**Services:**

MPLS, VNS, MAAS, SCI, Managed Routers, MPLS Wireless Backup, Managed WAN, Managed WAN Optimization

**Objectives:**

The Unavailable Time objective shall not exceed:

Access Type	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)
MPLS	6 Hours	5 Hours	4 Hours	S
VNS	6 Hours	5 Hours	4 Hours	S
MAAS	6 Hours	5 Hours	4 Hours	S
SCI	6 Hours	5 Hours	4 Hours	S
Managed Routers	6 Hours	5 Hours	4 Hours	S
MPLS Wireless Backup	6 Hours	5 Hours	4 Hours	S
Managed WAN	6 Hours	5 Hours	4 Hours	S

Access Type	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)
Managed WAN Optimization	6 Hours	5 Hours	4 Hours	S

**Rights and Remedies:**

1. Per Occurrence:
  - First month the service fails to meet the committed SLA objective shall result in a 25% credit or refund of TMRC for each service (Circuit ID or Service ID) out of service for a period greater than the committed objective level.
2. Monthly Aggregated Measurements:
  - N/A