

**CENTURYLINK ETHERNET
SERVICE LEVEL AGREEMENT**

(Not applicable to services offered under the CenturyLink Wholesale and Enhanced Services Agreements)

This Service Level Agreement applies to CenturyLink Ethernet service ordered by customers pursuant to an agreement with Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink"). For Customer's claims related to Service deficiencies, interruptions, or failures, Customer's exclusive remedies are limited to those remedies set forth in this SLA. Capitalized terms not defined in this SLA are defined in the Agreement.

1. Definitions.

- (a) "Affected UNI" means when a UNI hosts one or multiple EVCs, and when all EVCs hosted at the UNI experience unavailability or performance degradation.
- (b) "Bandwidth Profile" means the amount of billable bandwidth at the UNI.
- (c) "Calendar Month" means the period beginning at midnight on the first day of a month and ending at 11:59PM on the last day of that month.
- (d) "Eligible Service Charges" means Customer's MRCs for the Affected UNI, including Bandwidth and CoS charges associated with that UNI, after application of any credits or discounts.

2. Goals.

2.1 With respect to SLA credits, there are two distinct types of credits depending on the availability and condition of the Service. In the event of an outage, a UNI may become unavailable and the customer may be eligible for an Availability Credit subject to the conditions outlined in Section 2.2(a) of this SLA. Alternatively, when the Service at a UNI is available but performing below the monthly target objectives, the customer may be eligible for a Performance Credit subject to the conditions outlined in Section 2.2(b) of this SLA. If Service experiences a period of unavailability and performance degradation, Customer's remedies are limited to the measurements and calculations in Section 2.2(a) subject to the restrictions below. Customer is not eligible for an additional credit under Section 2.2(b).

2.2 Testing is performed from UNI-to-UNI to monitor and characterize the Service performance. These measurements are gathered and accumulated over the Calendar Month for SLA reporting. When the UNI hosts multiple EVCs, all EVCs hosted at the UNI must experience unavailability or performance degradation in order for the Affected UNI to become eligible for SLA Credits.

a. Availability. Customer will, subject to the terms, exclusions, and restrictions described in this SLA, be entitled to receive a credit from CenturyLink if the availability of a Service hosted at a UNI, for any Calendar Month, falls below the percentage shown in Table 1.0. The credit to which Customer may be entitled under this section will be equal to the applicable credit percentage, identified in the Table 1.0, of the Eligible Service Charges.

CenturyLink provides Availability SLA of 99.9% per month based on a Calendar Month, excluding maintenance windows and other exclusions. A UNI is considered to be unavailable when it is unable to forward customer traffic to all other UNI associated with the UNI. An interruption period starts when an unavailable UNI is reported to CenturyLink and ends when Service is restored at the UNI.

UNI Availability Percentage is calculated as follows:

$$\frac{(\text{Number of minutes in a Calendar Month}) - (\text{Service Outage time in minutes of Affected UNI})}{(\text{Number of minutes in a Calendar Month})} \times 100$$

Table 1.0 - SLA Credit for each Affected UNI (based on single path NMI—CenturyLink does not offer dual path at this time)

% Availability Min	% Availability Max	SLA Credit % of the Eligible Service Charges for the Affected UNI
100%	99.9%	0%
< 99.9%	99.7%	5%
< 99.7%	99.2%	10%
< 99.2%	98.5%	25%
< 98.5%	0%	50%

b. Service Degradation. Customer will, subject to the terms, exclusions, and restrictions described in this SLA, be entitled to receive a credit from CenturyLink if Service does not meet the Service performance objectives. CenturyLink offers one CoS: Business Class ("BC"). The performance objectives for BC are provided in Table 2.0. Service performance is based on measurements of the following performance objectives: Frame Delay, Frame Loss Ratio and Frame Delay Variation. Each performance objective is measured by averaging sample measurements taken during a Calendar Month between selected UNI pairs associated with Customer's Service.

Measurement of these performance objectives is done per UNI pair associated with the EVC. If Service performance falls below the thresholds provided in Table 2.0 and CenturyLink is unable to rectify the performance of the Service(s) at the Affected UNI within 30

**CENTURYLINK ETHERNET
SERVICE LEVEL AGREEMENT**

(Not applicable to services offered under the CenturyLink Wholesale and Enhanced Services Agreements)

business days then Customer may be eligible for a Performance Credit for Service degradation subject to the rules and exclusions provided in this agreement.

For all performance objectives, the Performance Credit will be equal to 30% of the Eligible Service Charges. Only one Performance Credit, per UNI shall be applicable per Calendar Month. Customer is not entitled to multiple Performance Credits even if multiple performance objectives are not met in a Calendar Month.

Table 2.0

Service Level Specifications			
Performance Objectives	Performance Tier 1	Performance Tier 2	Performance Tier 3
	Metro	Regional	National
	BC	BC	BC
Frame Delay (ms) - Less than/or equal to	37	125	230
Inter Frame Delay Variation (ms) - Less than/or equal to	n/s	n/s	n/s
Frame Loss Ratio (%) - Less than/or equal to	0.1	0.1	0.1

3. Mean Time to Repair Objective. CenturyLink is responsible for maintaining all CenturyLink owned facilities that are used to deliver CE to the customer. CenturyLink will furnish the Customer with a trouble reporting telephone number. Upon receipt of a trouble alarm or report, CenturyLink will initiate action to clear the trouble and will commit to the following Service restoral times for Service:

3.1 Four hours in the event of a Service interruption due to an electronic component failure

3.2 Eight hours if the trouble is caused by a cable/fiber failure

4. Terms and Conditions.

4.1 This SLA is available to Customers with a minimum of a one year commitment for each Service. CenturyLink will determine in its sole discretion what records and data will be the basis for all SLA calculations and determinations.

4.2 CenturyLink is offering the Service in accordance with the RSS and the Agreement. In the event of a conflict between the terms of this SLA and the RSS or Agreement, the terms of this SLA will control, unless the conflict in the Agreement is specifically called out by the parties in the Agreement as intentionally differing from this SLA.

4.3 To be eligible for a credit under this SLA, Customer must, in addition to complying with the other terms included in this SLA: (a) be in good standing with CenturyLink and current in its obligations, other than those invoices recognized as being in dispute; and (b) submit necessary supporting documentation and request reimbursement or credits under this SLA within 30 days of the conclusion of the month in which the requisite unavailability or degradation occurs. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will, with respect to that remedy, have waived its right to such remedy.

4.4 Credits for any Calendar Month must exceed \$25.00 to be processed. In no case will CenturyLink provide credit to Customer for an Affected UNI that exceeds the monthly recurring charge or the stated applicable maximum credit percentage. Customer may receive Credits for a particular Affected UNI for a maximum of four months in any 12 month period. CenturyLink will give notice to Customer of any scheduled maintenance as early as is practicable and a scheduled outage will under no circumstances be viewed as a period of unavailability under this SLA.

4.5 The remedies included in this SLA are Customer's sole and exclusive remedies for disruption of the Service and will apply in lieu of any other Service interruption guarantee or credit, outage guarantee or credit, or performance credit for which Customer might have otherwise been eligible.

4.6 The objectives and related remedies set forth in this document will not apply to CenturyLink services other than CE.

5. Restrictions and Exclusions. This SLA will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under this SLA, if the Service is unavailable or impaired due to any of the following:

- (a) Interruptions on a Service that is not an Accepted Service where an "Accepted Service" is one that has been accepted or deemed accepted following provisioning of an installation order;
- (b) Interruptions caused by the negligence, error, or omission of Customer or others authorized by Customer to use or modify Customer's Service;

**CENTURYLINK ETHERNET
SERVICE LEVEL AGREEMENT**

(Not applicable to services offered under the CenturyLink Wholesale and Enhanced Services Agreements)

- (c) Interruptions due to failure of power at Customer premises or failure or poor performance of Customer premises equipment;
- (d) Interruptions during any period in which CenturyLink or its agents are not afforded access to the premises where the access lines associated with Customer's Service are terminated, provided such access is reasonably necessary to prevent a degradation or to restore Service;
- (e) Interruptions during any period when CenturyLink has posted on the CenturyLink Web site or communicated to Customer in any other manner that Customer's Service will be unavailable for maintenance or rearrangement purposes, or Customer has released the Service to CenturyLink for the installation of a Service;
- (f) Interruptions during any period when Customer elects not to release the network for testing and/or repair and continues to use it on an impaired basis;
- (g) Interruptions resulting from force majeure events as defined in Customer's agreement for Service;
- (h) Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner;
- (i) Interruptions resulting from a CenturyLink disconnect for Customer's breach of a term set forth in the agreement pursuant to which CenturyLink is providing the Service to Customer;
- (j) Interruptions resulting from incorrect, incomplete, or inaccurate orders from Customer;
- (k) Interruptions due to improper or inaccurate network specifications provided by Customer;
- (l) Interruptions resulting from a failure of a carrier other than CenturyLink providing local access or an off-net Service; or special configurations of the standard Service that have been mutually agreed to by CenturyLink and Customer; provided, however, CenturyLink may provide a separate service level agreement to Customer for those special configurations.