

The CenturyLink Metro Ethernet - CIR/EIR Based Service described below is available to customers purchasing Ethernet services after October 4, 2010, in Florida, Missouri, Nevada, North Carolina and Tennessee. See Section 5 for customers eligible for the Service Level Agreement.

CENTURYLINK™ METRO ETHERNET - CIR/EIR BASED SERVICES ANNEX

The following terms and conditions, together with the CenturyLink Standard Terms and Conditions for Communications Services (“Standard Terms and Conditions”) and the applicable CenturyLink cover agreement, (collectively, the “Agreement”) will govern Customer’s use of CenturyLink Metro Ethernet - CIR/EIR Based Services (“Services”) and provision of the Services by the applicable CenturyLink local operating company in Florida, Missouri, Nevada, North Carolina and Tennessee in its respective local service territories. CenturyLink local operating companies are collectively referred to here as “CenturyLink.” To the extent permitted by law, CenturyLink offers the Services under the Agreement on an Individual Case Basis in lieu of any terms and conditions under CenturyLink Tariffs.

1. Service Description and Types.

1.1 Service Description. The Services are a standards-based high-speed transport technology used for the interconnection of Local Area Networks (“LANs”) within a metropolitan area. Each Ethernet connection is full duplex, symmetrical bandwidth and consists of the following:

A. User-to-Network Interface (“UNI”). The UNI is the physical interface between CenturyLink and Customer. The UNI includes:

- (1) an Ethernet port connection at Customer’s premises; and
- (2) the physical transport to the CenturyLink switched Ethernet network.

B. Ethernet Virtual Connection (“EVC”).

- (1) EVC is the logical connection of an Ethernet service that connects two or more locations.
- (2) EVC includes the Committed Information Rate (“CIR”). CIR is the amount of guaranteed bandwidth for each point-to-point EVC.

C. Peak Information Rate (PIR). Subscribed bandwidth is delivered with a Peak Information Rate (PIR). PIR is a combination of Guaranteed Data Class of Service (COS) and, if purchased, Real Time COS bandwidth as well as an Excess Information Rate COS option on the subscribed UNI Port. The PIR structure incorporates a Committed Information Rate (CIR), “guaranteed bandwidth” and Excess Information Rate (EIR) “burst” bandwidth.

D. Class of Service. Services include three Class of Service (“COS”) prioritizations. COS provides the ability to prioritize certain identifiable traffic flows across the CenturyLink switched Ethernet Network. Based on CenturyLink -provided mapping criteria, Customer must notify CenturyLink on how to mark and prioritize its traffic. After notification from Customer, CenturyLink will classify the traffic accordingly, as described in the following subsections. The three COSs are as follows.

- (1) **Guaranteed Data COS.** Guaranteed Data COS is the default priority level of service for the CIR bandwidth and will apply to Customer traffic marked with priority of 1 to 3 on the CenturyLink switched Ethernet network. Guaranteed Data COS will carry high priority business applications across the CenturyLink network.
- (2) **Excess Information Rate.** Beyond the purchased CIR, the EVC is provisioned to allow any excess Guaranteed Data-marked traffic to burst up to the subscribed PIR. The traffic burst is the EIR. EIR is accessible only when there is bandwidth available in the CenturyLink network and when supportable by underlying transport. EIR is not guaranteed. Real Time-marked traffic will not burst. Real

Time-marked traffic that exceeds the CIR, will be dropped beyond the Real Time subscribed speed.

- (3) **Real Time COS.** Beyond the Guaranteed Data COS, Customer can purchase Real Time COS prioritization. This prioritization will apply to Customer-designated traffic marked with priority of 4 to 6 on the CenturyLink switched Ethernet network. Real Time COS is designed for Jitter and Network Latency (delay) sensitive applications like voice and video.

D. CenturyLink Ethernet Network Interface Device (“E-NID”).

- (1) To deliver the Services, CenturyLink will place the E-NID at Customer premise. The E-NID is owned and managed by CenturyLink. The E-NID supports 24x7 proactive network monitoring, management, troubleshooting, and resolution from the CenturyLink central office to the E-NID on Customer premise. The E-NID allows for the convergence of multiple service options over one common facility for network aggregation. The E-NID is considered CenturyLink’s point of demarcation.
- (2) **Installation of E-NID.** CenturyLink will procure, receive stage, configure, and test the E-NID before installation at Customer’s premise. CenturyLink will install the E-NID at a mutually agreed upon time from 8:00 am to 5:00 pm Monday through Friday local time excluding CenturyLink -observed holidays (“Normal Business Hours”). CenturyLink may charge a fee for installation outside Normal Business Hours. CenturyLink may, in its sole discretion, outsource installation of the E-NID to a third party that is capable of performing the installation; provided, however, CenturyLink will remain responsible for any such outsourced installation supplied by a third party.
- (3) Customer will pay CenturyLink for replacement of an E-NID that is damaged as a result of Customer’s failure to comply with this Section, including installation costs of the replacement E-NID. Additionally, Customer must continue to pay the charges for the Service provided by CenturyLink for the remainder of the Order Term, regardless of whether or not the damaged E-NID is replaced.
- (4) Customer must ensure the security of the E-NID located within Customer’s premises and Customer will reimburse CenturyLink for any loss or damage to the E-NID caused by Customer’s failure to properly secure Customer’s premises and/or restrict or monitor access to the NID. Customer will not access, reconfigure, attempt to repair, connect to or alter the NID except as expressly requested by CenturyLink.

1.2 Service Types. In addition to selecting a CIR for its EVCs and its COS, Customer must choose one of the following service types:

- A. Ethernet Local Area Network (“E-LAN”).** A service type used to provide a full mesh where any to any connectivity is required, i.e. multipoint-to-multipoint. Typically used where all sites need to talk to each other. All traffic is sent to all Customer sites.
- B. Ethernet Virtual Private Line (“EVPL”).** A service type used to provide a hub and spoke topology i.e. point-to-multipoint. Traffic from multiple customer remote (spoke) sites is delivered to Customer over a single physical port at the hub/host site.
- C. Ethernet Private Line (“EPL”).** A service type used to provide point-to-point connectivity between two sites.

1.3 Technical Specifications. The Services operate over a shared infrastructure that provides bi-directional transmission of data based on the Ethernet standards and operates at the Layer 2 of the OSI reference model.

1.4 Customer Certification. Customer certifies (1) that no more than 10% of the Services will be for the transport of interstate data and (2) that it will not interconnect the Services with another carrier

for voice-over internet protocol applications or services and will not use the Services to connect to the public switched telephone network ("PSTN").

2. Term.

2.1 Order Term. The Order Term for the Services will be stated in the Agreement and will begin when Services are installed and available to Customer.

2.2 Early Termination Liability Charges.

- A.** Except as described below, the early termination charges described in the Standard Terms and Conditions will apply when a service or rate element is disconnected before expiration of the applicable Order Term.
- B.** CenturyLink will waive the early termination liability when a service or rate element is disconnected as a result of a Customer-requested upgrade to a next generation service offering, under the following conditions:
 - (1)** The term for the new service offering is equal to or exceeds the remaining service period of the disconnected Order Term, and
 - (2)** The service orders to install the new service and disconnect the old service are related together, and there is no lapse in service between the installation of the new service and the disconnection of the old service, and
 - (3)** The service orders to install the new service and disconnect the old service are for the same Customer at the same location.
- C.** CenturyLink will determine whether the new service qualifies as a next generation service offering.
- D.** Nonrecurring charges and Service Order Charges for the new service will apply according to the requirements of the new service.

3. Responsibilities of the Parties.

3.1 Responsibility of CenturyLink.

- A.** CenturyLink's responsibility is limited to the furnishing and maintenance of the Services to a network interface device on Customer's premises where provision is made for the connection of local service.
- B.** CenturyLink is not responsible if changes in any of its facilities, operations or procedures utilized in the provision of the Services render any facilities or equipment provided by Customer obsolete, or requires modification or alteration of such equipment or system or otherwise affects its use or performance.

3.2 Responsibility of Customer. To ensure a smooth installation the following responsibilities must be completed before installation of the Services, CenturyLink reserves the right, at its sole discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement with respect to Services and any associated services utilizing Services. Services will be installed at your site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.

- A. Traffic Marking.** Customer must appropriately mark the traffic for COS treatment as described in Section 1 based on CenturyLink -provided mapping criteria. CenturyLink will support a maximum frame size of 1522 bytes coming into the E-NID. CenturyLink will not support auto-negotiate. All circuits are set to full duplex and the purchased PIR determines the physical port speed (either 10/100 Mbps or 1 Gigabit).

- B. Media Access Control (MAC) Learning.** CenturyLink will support a default MAC learning per site up to 40 MAC addresses. It is Customer's responsibility to place a router at the location to manage accordingly.
- C. Throughput Requirement.** It is important to note that all Ethernet bandwidth does carry overhead traffic for IP and higher OSI layers depending on the application. Over-head is included in the CenturyLink reporting calculation. To protect the CenturyLink network from traffic storms, traffic controls are used to limit VLANs based on broadcast and multi-cast traffic. CenturyLink will impose a default of 1 Mbps of broadcast and multi-cast traffic per site. It is Customer's responsibility to notify if greater than 1 Mbps of broadcast or multi-cast traffic needs to be supported. CenturyLink will evaluate if additional broadcast or multi-cast can be supported.
- D.** Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer's responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water. Conduit is not required when Service is provisioned over copper or circuit bonding technology, 50 Mbps or less. Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.
- E.** Customer must provide one 20 x 44 x ¾ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack. If Customer is in a multi-tenant building and the shared building terminal at Customer's location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24" x 24" x 9" cabinet with ¾" plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.
- F.** Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All Service-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.
- G.** Customer must ensure 4 consecutive rack units of space in a 19" data rack are available for Services. Customer must provide space in a 19" wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.
- H.** Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet

within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterrupted power supply (UPS) on the AC, Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.

- I. Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Services will be used. CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.
- J. Customer must confirm Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.
- K. Customer must confirm that its Local Area Network (“LAN”) has an appropriate Service port available to provide the desired network functionality and is within the distance required by Service specifications. Customer will program the Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the Service-enabling equipment. Customer will provide an appropriate Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.
- L. Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer’s responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer’s network. If Customer only requires Layer 2 bridging (a flat network) across the Services, then a standard Service switch port is all that is required.
- M. The CenturyLink installer will not connect Services to Customer’s LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Services.

4. Service Components and Rate Elements for the Services.

4.1. **Monthly Recurring Charge (“MRC”) for the Services.** CenturyLink will charge Customer a MRC for the Services. The MRC includes the following elements: the UNI, EVC with Guaranteed Data and, if applicable, optional Real Time Class of Service.

4.2. **Nonrecurring Charges (“NRC”).**

- A. **Installation Charge.** CenturyLink will charge Customer NRCs for the initial installation of a User Network Interface to a given serving central office and for any rearrangement of an existing UNI.
- B. **Move Charge.** CenturyLink will charge Customer a Move Charge for a UNI moved to a new location, even when moved on the same premises. The Move Charge applies in addition to a Service Order Charge.

- C. **Service Order Charge.** A Service Order Charge is applicable per each Customer request for Services.
- D. **Special Construction Charges.** Special Construction Charges may be applicable under special conditions. CenturyLink may charge Customer when technical limitations and/or the lack of facilities exist, or if it is necessary to construct facilities to satisfy Service requests.
- E. **Trouble Location Charge.** CenturyLink will charge Customer Trouble Location Charge for visits by CenturyLink to Customer's premises where the service difficulty or trouble report results from the use of equipment or facilities provided by Customer.

5. **Service Level Agreements (“SLAs”).**

5.1 **SLAs.** To demonstrate CenturyLink’s commitment to our business customers and the reliability and quality of our data services, CenturyLink has established the following SLAs within CenturyLink -established Metro Areas for each Service Type. The definition of a Metro Area is defined by CenturyLink, in its sole discretion, based on current Ethernet availability. CenturyLink may adjust its Metro Areas at any time, even within an Order Term, without prior notice to Customer. As a result, the SLAs described in this section may not be available at all times for any or all of Customer’s Service locations.

5.2 **Commitment.** Within Metro Areas, the following SLAs apply to all Service Types described in Section 1 above.

- A. **SLA for Network Latency, Jitter and Packet Delivery are applicable to 50% of the subscribed PIR or all of the CIR.** The following SLA is based on Customer’s selected COS.

| Class of Service | Network Latency ¹ | Jitter ² | Packet Delivery ³ |
|---------------------|------------------------------|---------------------|------------------------------|
| Real Time COS | 30 ms | 8ms | 99.99% |
| Guaranteed Data COS | 40 ms | Not Available | 99.95% |

¹ **Network Latency** is the roundtrip time it takes for a packet to travel end-to-end between two Customer sites on the CenturyLink switched Ethernet network. Network Latency is measured in milliseconds and averaged on a monthly basis.

² **Jitter** measures the average frame delivery variation (FDV). It is the variation in latency from packet-to-packet. Jitter is measured roundtrip in milliseconds and averaged on a monthly basis.

³ **Packet Delivery** is the percentage of packets delivered during transmission between two Customer sites. Packet Delivery is expressed as a ratio of delivered packets to total packets passed and averaged on a monthly basis.

B. **SLA for Network Availability.**

(1) **Network Availability.** Network Availability is the ability to transmit data over the CenturyLink switched Ethernet Network. This network is designed for 99.99% Availability. Network Availability does not mean Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach Customer, as there are many factors, outside of CenturyLink’s control, that can affect an end-to-end connection. Network Availability is calculated by dividing the average number of minutes that the Services are available for Customer use by the total number of minutes in each calendar month and multiplying by 100.

(2) **Network Availability Service Interruption.** A Service Interruption is defined as a complete loss of Network Availability affecting Customer’s ability to transmit data over the CenturyLink switched Ethernet network. Service Interruption Time is defined as the total time in a calendar month that Customer’s Ethernet circuit is unable to transmit or receive data due to core

transport failure. Service Interruption Time does not include interruptions of less than 20 consecutive minutes in duration, time attributed to Customer's delay in responding to CenturyLink's requests for assistance to repair a Service Interruption, or the exclusions listed below.

- (3) **CenturyLink Data Services**, Advanced Network Services ("ANS") personnel proactively monitor the CenturyLink switched Ethernet network to ensure that the network is performing at optimal levels 24 hours per day, 365 days per year. CenturyLink monitors the core network from central office to central office and monitors the Ethernet links between the CenturyLink central office and E-NID on the Customer's premise. The E-NID collects critical data keeping ANS personnel apprised of the overall integrity of last mile connection. Any failure to communicate with the E-NID at the Customer's premise will initiate the trouble isolation and repair process and ANS will begin trouble shooting the problem.

 - (a) In the event of a Service Interruption at the Customer's premise, ANS personnel will contact Customer within thirty (30) minutes providing them a trouble ticket number and a status. ANS will provide customer notification and status updates every two (2) hours until the problem is resolved. In the event the Service Interruption is the result of a hardware failure from the E-NID, CenturyLink will dispatch a repair technician to the affected Customer site to repair or replace the E-NID. Customer must provide CenturyLink with its current, accurate contact information, including Customer's designated representative and its hours of business operation, at all times. Customer's designated representative can contact the ANS operation center at anytime by calling 800-603-8044.
 - (b) In the event of a Service Interruption affecting, at a minimum, a Metro Area within the CenturyLink switched Ethernet network beyond the Customer's premise, CenturyLink will send an automated message to Customer regarding the Service Interruption (if Customer previously has signed up to receive such automated messages). CenturyLink will send updates to Customer regarding such Service Interruption as more information is obtained.
- (4) Service Interruption Time is measured from opening a CenturyLink trouble ticket for the affected circuit until restoring service for the affected circuit, less No Access and Hold Time. A trouble ticket is deemed open when the appropriate CenturyLink personnel receive notification of a trouble. A ticket is deemed restored when the repair agency restores the service and confirms with Customer. No Access Time is when CenturyLink has no access to the site and/or personnel at the site. Hold Time is the amount of time between the time Customer is notified of the repair and the time when the ticket is closed.

5.3 Service Credits.

- A. If Customer believes CenturyLink has missed a commitment in Section 5.2, Customer must notify its CenturyLink Account Manager in writing within 30 business days after completion of the measurement period to request a Service Credit. Calculation of the Service Credit will begin upon notification.
- B. Upon CenturyLink's verification of the underperformance, CenturyLink will issue a Service Credit to Customer for the affected site.
- C. The methodology used to measure CenturyLink's performance against the applicable SLA is determined by CenturyLink in its sole and reasonable discretion and is subject to change without notice. CenturyLink will in good faith make all final determinations with respect to the existence or occurrence of a Service Interruption and the applicability of any Service Credit.

| Network Latency | Jitter | Packet Delivery | Network Availability |
|---|---|---|---|
| Service Credit is 1/30 of the Monthly Recurring Charge (MRC) for the affected COS at the impacted site. | Service Credit is 1/30 of the Real Time COS Monthly Recurring Charge (MRC) for the affected site. | Service Credit is 1/30 of the Monthly Recurring Charge (MRC) for the affected site. | Service Credit is 1/30 of the Monthly Recurring Charge (MRC) for the affected site for a Service Interruption of 20 consecutive minutes to one hour in duration plus an additional 1/30 of the MRC for each additional one hour of continuous unavailability. |

5.4 Maximum Service Credits.

- A.** Customer may receive only one Service Credit in any calendar month with respect to the Latency and Jitter SLAs.
- B.** Customer may receive only one Service Credit in any calendar month with respect to the Packet Delivery SLA.
- C.** Service Credits issued in any calendar month under this SLA will not exceed Customer's total MRCs for the affected circuit.
- D.** In any calendar month, Customer may receive no more than three Service Credits with respect to any particular Customer site with respect to all Network Availability, Latency, Jitter and Packet Delivery SLAs.
- E.** Customer will not be entitled to credits under the Latency, Packet Delivery or Jitter SLAs for the affected Customer port to the extent any such failure is related to a Service Interruption under the Network Availability SLA.

5.5 Exclusions. These SLAs do not include Service Interruptions caused by:

- A.** Failure of any components beyond the core network maintained by CenturyLink such as the failure of any Customer-owned and/or maintained equipment or internal wiring on Customer's premise, beyond the local telephone company's demarcation device or smart-jack;
- B.** Inaccurate, incomplete or changes to previously accepted orders;
- C.** Troubles resolved as "No Trouble Found";
- D.** Failure of any components that CenturyLink cannot correct because Customer is inaccessible;
- E.** Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by Customer to use the data services, including without limitation, work repair or maintenance performed on Equipment located on Customer's premises by persons other than CenturyLink technicians;
- F.** Excused Service Interruptions due to planned and or scheduled maintenance;
- G.** Lost measurements due to CenturyLink's measurement system failure; or
- H.** Fiber optic cable cuts that are not the fault of CenturyLink.