

SERVICE SCHEDULE
LEVEL 3[®] CONVERGED BUSINESS NETWORK SERVICE ("CBNS")

(Version Issue Date: March 1, 2011)

1. **Applicability.** This Service Schedule is applicable where Customer orders Level 3[®] Converged Business Network Service ("CBNS"). Any capitalized terms used herein and not otherwise defined shall have the meaning set forth in the master service agreement (including Service Schedules) ("Agreement") between Level 3 and Customer (or its affiliate if expressly provided for under such affiliate master service agreement).

2. **Service Description.** CBNS is a comprehensive solution that allows Customer to bundle any or all combinations of Level 3[®] IPVPN Service ("IPVPN"), Level 3[®] Dedicated Internet Access Service ("DIA") and Level 3 Enterprise Voice Local Service ("Local Voice"), as set forth in the applicable CBNS Customer Order. These combined Services may be further combined, at Customer's option and where available for purchase from Level 3, with Level 3[®] Enterprise Voice LD Service ("Long Distance") and/or Level 3[®] Managed Router Service ("MRS"), again as set forth in the applicable CBNS Customer Order. Each element of CBNS is described in more detail below. Customer is prohibited from reselling CBNS to any third party without the express, written consent of Level 3. Connectivity to CBNS is provided via Level 3 DIA connections, except where IPVPN Services are being purchased, in which case all connectivity (including access to any DIA Services) will be provided via the IPVPN Service.

3. **DIA Terms.** DIA is a dedicated IP transit service providing access to the Level 3 IP network and the global Internet, available through Serial/POS and Ethernet interfaces. CBNS is generally configured with a primary and no backup port in connection with DIA Service; port redundancy may be available in certain areas.

IP Addresses and Domain Names. If Level 3 assigns Customer an IP address, such IP address shall revert to Level 3 upon expiration or termination of Service, at which point Customer shall cease using such address. If Level 3 obtains a domain name for Customer, Customer will own such domain name, and shall be responsible for: a) paying all fees relating thereto; b) complying with legal or other requirements imposed by the domain name registration authority; c) modifying the domain name if Customer changes service providers; and d) all third party claims (including claims for intellectual property infringement) relating thereto, including where brought against Level 3.

4. **IPVPN Terms.** IPVPN Service provides private site-to-site communications over Level 3's MPLS network utilizing Internet Protocol. Customer must purchase at least two (2) ports in order to set up private site-to-site connections. The IPVPN Service is connected to each site, including additional sites designated by Customer (together, "Customer Sites") through the Customer port at either a circuit location address or a Level 3 Point of Presence ("POP"), as specified in the CBNS Customer Order. Customer Sites will be connected to a port at one (1) or more Level 3 IPVPN POPs at a fixed data transmission rate. IPVPN Service includes Level 3's standard managed firewall service (implementing Level 3's standard firewall policy) and secure remote access services.

Class of Service (CoS). IPVPN Service includes CoS providing the ability to prioritize certain identifiable traffic flows between IPVPN network ports. Customer is solely responsible for the selection of classes of service and the distribution of bandwidth percentages by class as defined by predetermined profile options stated in the CBNS Customer Order. Any traffic outside such distribution percentages may be treated as Default Traffic for the purposes of the Service Levels stated below.

Customer Responsibilities. Customer is responsible for providing the network design specifications including pre-existing LAN/WAN IP addressing schemes, MAC addresses and circuit designs. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Level 3.

5. **Voice Terms**

General. This section applies to Level 3 Local Voice and Long Distance Services. Call control and voice features are provided by the Level 3 VoIP feature server. The parties acknowledge and agree that Level 3 voice packets will be prioritized over other packets traversing the Level 3 network utilizing the CBNS unless otherwise agreed.

Local Voice. Level 3 provides origination and termination of calls within the Customer's local calling area over the PSTN. Calls will be treated as local where the originating and terminating NPA-NXX are in the same local calling area, as defined by the applicable state public utilities (or other) commission. Service will be delivered via Level 3 provided SIP trunks. Depending on the access speed selected by Customer, Local Voice Service includes a defined (as determined by Level 3) number of concurrent call paths and DID/DOD's, each as stated in the applicable CBNS Customer Order.

Enhanced 911 Call Treatment Through Level 3. For Service, Level 3 will assume that the Customer will have one BTN per service location/circuit. Customer agrees that Level 3 will register the BTN of the service location/circuit in the Private Switch/Automatic Location Identification ("PS/ALI") database with the physical address of the respective BTN. When the Customer dials 9-1-1, Customer agrees that Level 3 will pass the respective BTN to the Public Safety Answering Point ("PSAP"). The PSAP operator will reference the physical address of the respective BTN for each DID number at that location.

Enhanced 911 Call Treatment Through Customer's Third Party Provider. If the Customer requires ANI for each CPN, or in the event ANI is required for each CPN for compliance with state or local E911 requirements, Customer agrees to update the PS/ALI database (via a third-party Enhanced 911 provider) with each DID (or group of DIDs), along with individual station address and location information. Customer understands and agrees that the responsibility for providing all information necessary to ensure the accuracy of the PS/ALI and PSAP database updates resides solely with the Customer. **Level 3 strongly advises that Customer not allow any number to become active unless the PS/ALI and PSAP database updates for such number have been completed.** Customer understands that this interval may be significant. If Customer provides its End Users any active number prior to confirming that the relevant 911 database updates have been completed for that number, Customer acknowledges the calls may not be properly completed and/or incorrect information may be sent regarding end user location. Customer agrees to fully indemnify and hold Level 3, its employees, affiliates, agents, and assigns, harmless from and against any costs, losses, or damages arising from the use of such numbers(s).

It is the Customer's responsibility to understand the state laws that pertain to them in regards to E911 requirements and compliance obligations. Level 3 specifically disclaims any such obligation. Upon discontinuance of Service, Customer shall be responsible for releasing telephone numbers from the PS/ALI and PSAP databases.

Long Distance. Level 3 provides intrastate and interstate outbound long-distance voice Service to single or multi-station enterprise premises telephony equipment. Customer agrees that it shall not utilize least cost routing devices/systems/processes (or similar functionality) in conjunction with Long Distance Services; Level 3 may terminate the Service on seven (7) days notice to Customer if such devices are used.

Predictive Dialers. If Customer utilizes predictive dialers or any other mechanized dialing device in connection with Long Distance Service and the call attempts exceed 800 attempts per hour per T-1 utilizing inband signaling or 1,200 call attempts per hour per T-1 utilizing PRI or SS7, Level 3 may immediately: (i) suspend Service to alleviate network congestion resulting from the use of these devices; (ii) revise the pricing herein; or (iii) terminate the provision of Service.

6. **Managed Router Terms**

Service Description. MRS is a comprehensive solution in which DIA, IPVPN and voice related equipment is provided, managed and maintained by Level 3 via a single, Level 3 provided router at Customer's premises ("CPE"). Upon the expiration or termination of the Service Term, Customer shall, within thirty (30) days of the date of termination return Level 3-provided CPE to Level 3 in good working order (ordinary wear and tear excepted). In the event Customer fails to do so, Level 3 will bill Customer and Customer agrees to pay Level 3, as the case may be, the CPE's fair market value or the cost to repair the CPE, if the same is returned to Level 3 other than in good working order (ordinary wear and tear excepted). The terms of Section 3 above shall apply to any IP address provided to Customer as part of the MRS.

Chronic Problem Resolution. In the event Customer or Level 3 determines that the MRS is being affected by a continuing error, conflict or trouble report, or similar issue (a "Chronic Problem"), Customer shall resolve any Chronic Problem by taking whatever steps are deemed necessary to rectify the same, including, but not limited to: (i) removing or modifying the existing MRS configuration (or requesting Level 3 to remove the same); (ii) notwithstanding the Chronic Problem, requesting Level 3 to proactively continue monitoring the relevant Service until the Chronic Problem is resolved to Level 3's and the Customer's satisfaction; or (iii) requesting Level 3 to take any necessary action to prevent the alerts from being displayed (meaning Level 3 will not respond to future instances of the defined Chronic Problem at the Customer's request).

If Customer has not remedied the Chronic Problem within thirty (30) days, then Level 3 may continue to monitor the relevant component and charge the Customer a "per alert" response fee for as long as the Chronic Problem remains, or take any necessary action to prevent the monitoring alerts from being displayed. In all cases, isolating Chronic Problems may impact other elements of MRS, and Level 3 activities respecting Chronic Problems may result in additional charges. Customer shall not be entitled to any rebate or reduction of fees for the affected component.

7. Rates and Charges.

CBNS Charges. For all components of the CBNS excluding Long Distance components, Customer will be billed on a "Fixed Rate" basis, consisting of two (2) elements: (a) a non-recurring installation charge; and (b) a monthly recurring charge. Each of these charges shall be as set forth in the applicable CBNS Customer Order. Customer shall be responsible for paying Level 3 for all charges for all components of CBNS, even if incurred as a result of fraudulent or unauthorized use.

Long Distance Rates and Charges. As set forth in the applicable CBNS Customer Order, Customers purchasing Long Distance Services will either: i) purchase a monthly bucket of U.S. Domestic (as defined below) long distance minutes of use for a flat, monthly rate (with usage in excess of the same and/or non-U.S. Domestic usage being billed on a usage basis), or ii) purchase on a usage basis. For the purposes of the foregoing, "U.S. Domestic" means the continental United States, not including Alaska and Hawaii. Usage-dependent charges will be based on actual usage of Service, measured in "conversation minutes," which begin when the called party answers and end when either party disconnects. Long Distance calls will be billed as intrastate, interstate or international based on the originating and terminating NPA-NXX of the call. Customer's billing increments, call minimums and usage rates applicable in the forty-eight (48) contiguous United States and Canada shall be set forth in the Customer Order signed by Customer. Usage rates applicable to all other locations will be Level 3's standard rates, which may be stated in the Customer Order or will be provided to Customer upon request. Level 3's standard charges, MRCs and/or per-minute rates, as applicable, apply to any calling card usage, directory assistance and operator services, and any optional functionality selected or utilized by Customer.

8. Service Levels.

SLA Boundary	Measurement Parameter	Class of Service					
		Voice/Video	Interactive Video	Critical Data	Preferred Data	Bulk Data	Default Traffic
Domestic US	Average Availability	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%
	Average Data Delivery	99.99%	99.99%	99.95%	99.9%	N/A	N/A
	Average Round Trip Latency	50 ms	50 ms	50 ms	50 ms	N/A	N/A
	Jitter (one-way)	3 ms	3 ms	N/A	N/A	N/A	N/A

A. Availability Service Level

In the event that CBNS becomes Unavailable (as defined below) for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the monthly recurring charge ("MRC") for the affected Service locations based on the cumulative Unavailability of the Service in a given calendar month as set forth below. For the purposes of the foregoing, "Unavailable" means the inability of the Customer port to pass traffic. For any Off-Net service, Level 3 will pass-through to Customer any service levels and associated credits or remedies provided to Level 3 by the applicable third party provider.

SLA Boundary	Monthly Service Unavailability (in hrs:mins:secs)	Customer Credit
Domestic US Only	0:04:19 – 00:43:12	5%
Domestic US	00:43:13 – 04:00:00	10%
	04:00:01 – 08:00:00	20%
	08:00:01 – 12:00:00	30%
	12:00:01 – 16:00:00	40%
	16:00:01 – 24:00:00	50%
	24:00:00 or greater	100%

B. Data Delivery, Latency and Jitter Service Levels

These Service Levels are based on monthly average performance between nodes on Level 3's network. Customer will be entitled to a service credit off of the MRC for the affected Service locations as set forth below for the Service Parameter(s) not met. Customer will not be entitled to credits under the Latency, Data Delivery or Jitter SLAs for the affected Service where such failure is related to Unavailability under the Availability Service Level.

Monthly Service Parameter	Customer Credit
Data Delivery	10%
Latency	10%
Jitter	10%

Credits under the foregoing Service Levels are capped at one (1) month's MRCs for the affected Service per month.

Packet Delivery Exceeding Objective	Service Level Credit
99.5 – 99.949%	10%
99 – 99.49%	20%
98 – 98.99%	30%
97 – 97.99%	40%
96 – 96.99%	50%
95.99% or less	100%

C. Call Success Rate (CSR). This Service Level applies to the Voice components of CBNS only and does not apply to Voice Services which originate or terminate outside of the United States. The CSR Service Level of the CBNS is 99.9% per month and shall apply to Customer's use of Level 3 Local Voice and Long Distance Services. CSR is measured by Level 3 as a monthly average across the Level 3 network calculated based on the number of voice sessions established against the total sessions offered. In the event Level 3 does not meet the CSR Service Level for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC for the affected service locations in the particular month as set in the following table*:

CSR	Service Level Credit
98 – 99.90%	5%
94 – 97.99%	10%
90 – 93.99%	15%
89.99% or less	25%

* The CSR Service Level does not apply during the ninety (90) days following the Service Commencement Date.

D. Managed Router Service Level. The following Service Levels are applicable to the MRS components of CBNS only.

i. Management Service Level. For change requests received and authenticated by Level 3 prior to 6 P.M. local time on a business day, Level 3 will effect the configuration changes to be completed by the close of the following business day. All such change requests must be made through Level 3's Customer Service Online system or by dialing 1-877-321-5465. This Service Level does not apply to service additions or deletions, any delay caused by an Excused Outage, configuration change requests requiring the addition or removal of security gateway services or any items that are considered the Customer's responsibility, including but not limited to, user and group configurations. This Service Level does not apply until thirty (30) days after the Service Commencement Date. If Customer requests a change for supported services that are covered by this Service Level and the same is not completed by Level 3 within the time period provided above, Customer will be eligible for a credit of 1/30th of the MRC for the affected service locations in the particular month, with a maximum of one credit per day (capped at 1 month's MRCs).

ii. Response Service Level. Level 3 will respond to Customer requests or network events not caused by an Excused Outage according to the following schedule:

Severity Level*	Mean Time to Respond**
Severity 0	15 minutes
Severity 1	1 hour
Severity 2	1 business day
Severity 3	4 business days

Note:

* Severity levels are determined by Level 3. Generally, (a) Severity 0 results when multiple sites are completely down, (b) Severity 1 results when a single site is completely down, or degradation is occurring at multiple sites, (c) Severity 2 occurs when MRS is degraded at a single site and (d) Severity 3 is all other situations. If a severity level changes, the response time restarts.

** Mean Time to Respond is defined as the arithmetic mean, and all occurrences for a severity level will be averaged over a calendar day.

MRS includes on-site response. Field technicians are dispatched in response to platform issues at the discretion of the Level 3 Network Operations Center. From the time of dispatch, a field technician will arrive on site the next business day, defined as the 24-hour period commencing at 6:01 P.M. and ending at 6:00 P.M. local time the next business day, Monday through Friday, excluding holidays. In the event that the dispatched field technician does not arrive on-site within the specified time period for a given calendar day for reasons other than an Excused Outage, the Customer will be eligible for a service credit equal to 1/30th of the MRC for the affected service locations in the particular month, with a maximum of one credit per day per site. Credits will be on a per site basis for the affected site only. The Response Time Service Level covers time to respond only as defined herein and does not guarantee mean time to resolution nor mean time to repair metrics.

iii. Maintenance Service Level. Customers are eligible for a Maintenance Service Level of 99.5% daily availability. Availability is the ability of a router to accept connections and pass traffic during a given calendar day. The functionality and connectivity of individual instances of the Customer and end-users is not covered by this Service Level. Availability does not cover outages caused by Excused Outages, Customer-initiated changes to the network environment, architectures, or router configuration. It also does not apply to intentional shutdowns due to emergency intervention initiated during security related incidents or the failure of individual security services (e.g. HTTP).

In addition, network performance degradation or failure due to incorrect bandwidth or IP address selection by the Customer or failure of connectivity does not constitute failure under this Service Level. Should Customer experience and report a complete CPE outage for a qualifying configuration in any given month, Level 3 will investigate the incident to determine if availability during the day in question dropped below the level stated above. If Level 3 determines that an MRS system failure was responsible for the outage for reasons not excluded by this Section, Customer will receive a service credit equal to 1/30th of the MRC for the affected service locations in the particular month, with a maximum credit of one day per device.

9. Service Levels. The following Service Levels are applicable to MRS.

A. Management Service Level. For change requests received and authenticated by Level 3 prior to 6 P.M. local time on a business day, Level 3 will effect the configuration changes to be completed by the close of the following business day. All such change requests must be made through Level 3's Customer Service Online system or by dialing 1-877-321-5465. This Service Level does not apply to service additions or deletions, any delay caused by an Excused Outage, configuration change requests requiring the addition or removal of security gateway services or any items that are considered the Customer's responsibility, including but not limited to, user and group configurations. This Service Level does not apply until thirty (30) days after the Service Commencement Date. If Customer requests a change for supported services that are covered by this Service Level and the same is not completed

by Level 3 within the time period provided above, Customer will be eligible for a credit of 1/30th of the monthly recurring charge for the policy in question, with a maximum of one credit per day.

- B. Response Service Level.** Level 3 will respond to Customer requests or network events not caused by an Excused Outage according to the following schedule:

Severity Level*	Mean Time to Respond**
Severity 0	15 minutes
Severity 1	1 hour
Severity 2	1 business day
Severity 3	4 business days

Note:

* Severity levels are determined by Level 3. Generally, Severity 0 results when multiple sites are completely down, Severity 1 results when a single site is completely down, or degradation is occurring at multiple sites, Severity 2 occurs when MRS is degraded at a single site and Severity 3 is all other situations. If a severity level changes, the response time restarts.

** Mean Time to Respond is defined as the arithmetic mean, and all occurrences for a severity level will be averaged over a calendar day.

MRS includes on-site response. Field technicians are dispatched in response to platform issues at the discretion of the Level 3 Network Operations Center. From the time of dispatch, a field technician will arrive on site the next business day, defined as the 24-hour period commencing at 6:01 P.M. and ending at 6:00 P.M. local time the next business day, Monday through Friday, excluding holidays. In the event that the dispatched field technician does not arrive on-site within the specified time period for a given calendar day for reasons other than an Excused Outage, the Customer will be eligible for a service credit equal to 1/30th of the monthly recurring charge for the affected site, with a maximum of one credit per day per site. Credits will be on a per site basis for the affected site only. The Response Time Service Level covers time to respond only as defined herein and does not guarantee mean time to resolution nor mean time to repair metrics.

- C. Maintenance Service Level.** Customers are eligible for a Maintenance Service Level of 99.5% daily availability. Availability is the ability of a router to accept connections and pass traffic during a given calendar day. The functionality and connectivity of individual instances of the Customer and end-users is not covered by this Service Level. Availability does not cover outages caused by Excused Outages, Customer-initiated changes to the network environment, architectures, or router configuration. It also does not apply to intentional shutdowns due to emergency intervention initiated during security related incidents or the failure of individual security services (e.g. HTTP).

In addition, network performance degradation or failure due to incorrect bandwidth or IP address selection by the Customer or failure of connectivity not does not constitute failure under this Service Level. Should Customer experience and report a complete CPE outage for a qualifying configuration in any given month, Level 3 will investigate the incident to determine if availability during the day in question dropped below the level stated above. If Level 3 determines that an MRS system failure was responsible for the outage for reasons not excluded by this Section, Customer will receive a service credit equal to 1/30th of the monthly recurring charge(s) for the failed device(s) associated with MRS, with a maximum credit of one day per device.

- D. Chronic Outage Service Level.** As its sole remedy, Customer may elect to terminate an affected CBNS prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, such CBNS is Unavailable for (a) three (3) or more separate occasions of more than twelve (12) hours each or (b) more than forty two (42) hours in the aggregate in any calendar month. The termination right must be exercised within thirty (30) days of the event giving rise to it.