

CenturyLink Service Guide

Virtual Firewall Enhanced 2.0

This CenturyLink Service Guide (“SG”) sets forth a description of Virtual Firewall Enhanced 2.0 (“Service”) offerings by CenturyLink, including technical details and additional requirements, if any. This SG is subject to and incorporated into the Agreement and Service Schedule between the parties. The specific details of the Service ordered by Customer will be set forth on the relevant Service Order.

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Table of Contents

Service Description	3
Tables and Appendices	6
Table 1.0 Performance Tiers.....	6
Table 2.0 Roles and Responsibilities.....	7
Table 3.0 Reporting	10
Table 4.0 Notification and Target Response Time	10
Table 5.0 Remote Client VPN to HAN Installation, Configuration and Response Times	11
Definitions.....	12
Appendix A: Service Level Agreement	12

Service Description

1. **Service Description:** Virtual Firewall Enhanced 2.0 (the “Service”) provides a single instance of a “virtualized”, high availability firewall device residing in a CenturyLink data center. The components of the Service are set forth in Section 1.1. and standard features of the Service include installation, configuration, administration, monitoring, maintenance and support. Customer must execute a Security Service Schedule to purchase the Services. The Service Level Agreement (SLA) associated with this Service is located in Appendix A of this SG.

1.1. Service Components

- 1.1.1. **Virtualized High-Availability Firewall Device:** CenturyLink provides one high-availability firewall instance residing within a CenturyLink managed environment.
 - 1.1.2. **Software:** CenturyLink provides and maintains the licenses for the management software.
 - 1.1.3. **Performance Tier:** Table 1.0 describes the available performance tiers. Customer chooses one of the listed tiers.
- 1.2. **Installation:** CenturyLink will perform installation tasks marked with an “X” in the CenturyLink column in Table 2.0 Roles and Responsibilities.
 - 1.2.1. **Onsite:** The Service includes onsite installation at the CenturyLink data center.
 - 1.2.2. **Platform:** The Service uses a multi-tenant firewall infrastructure based on Cisco firewall technology.
 - 1.3. **Configuration:** CenturyLink will perform configuration tasks marked with an “X” in the CenturyLink column in Table 2.0 Roles and Responsibilities.
 - 1.3.1. **Failover:** Redundancy is built into the Service. If the primary firewall fails, traffic will be redirected to a hot standby service. This capability is delivered at no additional charge to the standard Service fee set forth in the related Service Order.
 - 1.3.2. **Rate limiting:** Rate limiting of firewall log traffic will be implemented to protect the firewall from denial of service type of attacks.
 - 1.3.3. **Reconfiguration:** If the Service requires reconfiguration or retuning for any reason, including reducing false positives and nuisance alerts, CenturyLink will contact Customer, if necessary, to schedule the activity (typically during normal maintenance windows) and Customer agrees to cooperate with CenturyLink to schedule such activity. If CenturyLink determines that an emergency security change is required, CenturyLink will make the changes deemed necessary as soon as reasonably possible and will notify the Customer of the changes as soon as reasonably practicable.
 - 1.4. **Administration:** CenturyLink will perform administration tasks marked with an “X” in the CenturyLink column in Table 2.0 Roles and Responsibilities.
 - 1.4.1. **Password Management:** In order to provide configuration consistency and accountability for changes, all system administration and firewall passwords will be managed by CenturyLink. Customer will not have access to firewall passwords or be able to make direct changes to the firewall configurations. Customer must request changes by first contacting the CenturyLink Service Center and completing a provided firewall change form to define the requested change. Customer must provide complete authentication credentials to the CenturyLink Service Center when requesting changes.
 - 1.4.2. **Changes:** Customer has an unlimited number of firewall rule change requests.
 - 1.4.3. **Backup:** CenturyLink will provide firewall configuration data backup (once a week or whenever there is a configuration change) and off-site storage of the current configuration, for as long as Customer maintains the Service with CenturyLink.
 - 1.5. **Monitoring:** CenturyLink will perform monitoring tasks marked with an “X” in the CenturyLink column in Table 2.0 Roles and Responsibilities.

- 1.5.1. **ICMP:** CenturyLink will conduct ICMP (e.g., ping) monitoring of the firewall instance to determine system availability (24/7).
 - 1.5.2. **Statistics:** CenturyLink will conduct SNMP statistics on firewall performance and make available via CenturyLink customer facing web portal.
 - 1.5.3. **Reporting:** CenturyLink provides reporting listed Table 3.0 Reporting via the web portal.
 - 1.5.3.1. Raw Logs: Raw firewall logs for denied traffic will be available for a 30-day period online.
 - 1.5.4. **Response Times:** See Table 4.0 for incident and request response times.
- 1.6. **Maintenance and Support:** CenturyLink will perform maintenance and support tasks marked with an "X" in the CenturyLink column in Table 2.0 Roles and Responsibilities.
 - 1.6.1. **Support:** CenturyLink provides 24/7 support for firewall problem resolution and Customer inquiries.
 - 1.6.2. **Hardware:** CenturyLink will respond to all requests for maintenance within four (4) hours.
 - 1.6.3. **Software Upgrades:** CenturyLink may periodically upgrade the security software to maintain the latest versions in operation. If CenturyLink determines an upgrade is necessary, CenturyLink will work with Customer to schedule a time to make necessary changes, preferably during the normally scheduled data center maintenance window. Customer shall allow CenturyLink to make these changes within five (5) business days of receipt of the request from CenturyLink, or CenturyLink's obligation to provide the Service in accordance with this CenturyLink Service Guide will be suspended until Customer grants CenturyLink the access CenturyLink requires to make such changes. If CenturyLink determines that an emergency security change is required, CenturyLink will make the change as soon as reasonably possible. CenturyLink will make commercially reasonable attempts to contact the Customer's technical contact prior to making software upgrades.
2. **Customer Responsibilities:** Customer is responsible for all tasks with an "X" in the Customer column in Table 2.0 Roles and Responsibilities. Customer acknowledges and agrees that its failure to perform its obligations set forth in Table 1.0 and those Customer Responsibilities listed below in this Section 2 may result in CenturyLink's inability to perform the Services and CenturyLink shall not be liable for any failure to perform in the event of Customer's failure. CenturyLink shall not be liable for any failure to perform in the event Customer does not fulfill Customer's responsibilities and requirements as detailed herein and in the event of Customer's errors or omissions in setting up the required environment. In addition, CenturyLink is not responsible for any loss or corruption of data or information. CenturyLink's obligations related to data are exclusively governed by the Security and Compliance section of the applicable Agreement.
3.
 - 3.1. **Third Party Software:** If any third party software, including any corresponding documentation, is provided to Customer by CenturyLink in connection with the Service, Customer agrees to use such third party software strictly in accordance with all applicable licensing terms and conditions. CenturyLink makes no representations or warranties whatsoever with regard to such third party software.
 - 3.2. **Provide Contact:** Designate and maintain a Customer Contact during the service term and renewal terms (including current contact information). "Customer Contact" means a technical point of contact with sufficient knowledge, authority and access to address configuration issues, event notifications, system or infrastructure modifications and authentication of applicable systems.
 - 3.3. **Provide Technical Support.** Customer agrees to provide technical support during implementation and on-going support. Customer shall ensure environments are provisioned with servers, local incremental and replica storage, network connectivity, CPU and memory resources, and other infrastructure components; and replication is operational.
 - 3.4. Neither Customer nor its representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions or measures of CenturyLink relating to the Service or any other CenturyLink equipment.
 - 3.5. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring its software and systems are up to date and supportable.

- 3.6. Customer further acknowledges it is solely responsible for ensuring all devices and hardware are upgraded to meet vendor configurations and agrees that CenturyLink's SLA only applies to currently supported configurations (including but not limited to related devices, software, and operating systems) at the time SLA support requests are triggered. If any configuration or version is identified as "unsupported" by a vendor, the Services are subject to all of the following conditions and/or requirements: (i) a service level objective ("SLO") referring to CenturyLink's reasonable effort to provide support will apply in lieu of any other applicable SLA and will automatically apply from the time CenturyLink receives notice from the vendor of such unsupported service; (ii) CenturyLink, in its reasonable discretion may elect to charge the customer for any support or additional tasks/work incurred by CenturyLink resulting from Customer's continued use of unsupported configuration until Customer purchases the required and supported upgrades or extended support at an additional cost from the vendor. The requirement to purchase upgrades or extended support from vendor shall apply at any time, regardless of any contract term, term commitments, or renewal periods. Customer's failure to do so may result in CenturyLink's inability to provide the Services and CenturyLink shall have no liability therefrom.
 - 3.7. Customer consents to CenturyLink's and its affiliates or subcontractors' use and transfer to the United States, or other countries, data or information (including Customer Contact information such as names, phone numbers, addresses and/or email addresses) of the Customer for the sole purpose of: (i) fulfilling its obligations under the Agreement; and (ii) providing information to Customer about CenturyLink's products and services. Customer represents that it will ensure that all information provided to CenturyLink is accurate at all times and that any business contact has consented to CenturyLink's processing of such information for the purposes identified herein.
 - 3.8. Customer consents to CenturyLink collecting and compiling system and security event log data to determine trends and threat intelligence. CenturyLink may associate this security event log data with similar data of other Customers so long as such data is merged in a manner that will not in any way reveal the data as being attributable to any specific Customer.
4. **Additional Services:** The following services can be purchased for an additional fee and added to the standard Service described in section 1.0 by contacting a CenturyLink sales representative.
 - 4.1. **IPSec Access:** IPSec connects Customer's sites to the CenturyLink virtual services securely via the Internet, with a maximum amount of traffic restricted to 5 Mbps. A secure IPSec tunnel is created from the CenturyLink infrastructure to a single Customer or CenturyLink-managed end point. CenturyLink will make commercially reasonable efforts to establish an IPSec communications link between the endpoint connections; however, differences in software versions, configurations and conflicting applications may prevent the link from functioning. Customer endpoint devices must be licensed to accommodate DES, 3DES or AES encryption standards. Administration of Customer-managed end points will be the sole responsibility of the Customer. Meshed or hub and spoke VPN connectivity will not be supported. IPSec connections will not carry any quality of service SLAs. Includes customized IPSec setup and configuration. CenturyLink will supply hardware and software appropriate to the level of service purchased.
 - 4.2. **Remote Client VPN to Hosted Area Network ("HAN") Functionality:** Connects Customer's end users to the CenturyLink virtual services environment securely via an encrypted session over the Internet, with a maximum amount of traffic restricted to 5 Mbps per service tier purchased. A secure VPN tunnel is initiated from Customer's end users leveraging the Cisco AnyConnect client software installed on the end user's computer. The Customer's end user VPN connection terminates into the CenturyLink virtual services infrastructure, at which point the Customer's end user can gain access to their CenturyLink hosted environment. CenturyLink will make commercially reasonable efforts to establish VPN communications link between the CenturyLink managed hardware endpoint and Customer's end user computers installed with the AnyConnect client software. However, differences in software versions, configurations and conflicting applications may prevent the link from functioning. Administration of Customer computers will be the sole responsibility of the Customer. Client VPN connections will not carry any quality of service SLAs. Table 5.0 Remote Client VPN to LAN Installation, Configuration and Response Times provides additional information.

- 4.3. **Additional Ports and VLAN's:** Any Ports and VLANs in addition to those included in the standard CenturyLink design shall be subject to incremental charges as set forth in the relevant Order Form. Any Port or VLAN requested by Customer after the initial installation of the Service shall also be subject to additional, incremental charges. Provision of the Service is subject to Customer's compliance with this Section.

5. Additional Terms

- 5.1. **Policy Support:** Customer's policy must not exceed 500 firewall rules.
- 5.2. **Compliance:** Customer shall comply with all of its responsibilities under this CenturyLink Service Guide or CenturyLink's obligation to provide the Service in accordance with this CenturyLink Service Guide will be suspended until Customer does so.
- 5.3. **Third Party:** Customer will not instruct or permit any other party to take any actions that would reduce the effectiveness of the Service.
- 5.4. **Unauthorized Testing:** Customer shall not attempt (nor instruct or allow others to attempt) any testing, assessment, circumvention or other evaluation or interference with the Service without the prior written consent of CenturyLink.
- 5.5. **Performance:** The performance tier selected will limit overall throughput (Mbps)
- 5.6. **Attack Notification:** When Customer notifies CenturyLink of an attack on a Customer's site, CenturyLink will modify the Customer's firewall policy to prevent attacks if the source IP can be readily determined by CenturyLink using commercially reasonable efforts. In many cases, an attack may require additional investigation to determine the source, impact, and to implement preventative measures. These additional services are not included with the Service, but are available from CenturyLink for an additional cost. Customers wishing to take advantage of this service, should contact a sales representative.
- 5.7. **Right to Withdraw:** There may be incompatibilities between the Service and particular Customer environments, which cannot be resolved. In such cases, CenturyLink reserves the right to withdraw the Service from those particular environments without liability or further obligations, but only to the extent necessary to resolve the incompatibility and without modifying either party's obligations with regard to unaffected environments.

Tables and Appendices

Table 1.0 Performance Tiers

Supported Performance Tiers - Mbps												
	10	20	30	40	50	60	70	80	90	100	150	200
Service Availability	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Table 2.0 Roles and Responsibilities

Activity	Task	CenturyLink	Customer	
Design / Planning	Provide topology of existing network.		X	
	Provide IP addresses for all network connections to the firewall.		X	
	Determine the appropriate number of connections and optimal configuration.	X		
	Final selection of the rules that meet the Customer's firewall policies and architecture.	X		
	Perform a security review of the network configuration and firewall rule-set, make recommendations for security improvements.	X		
	The creation of Customer rules that govern the device configuration policies. Defined conforming to RFC spec for IPv4 or IPv6 addressing. IPv6 supported only on Cisco ASA based platform.			X
	Verification that device configuration adheres to the organization's security policies.			X
	If requested, provide staging environment that matches production configuration in order to test configuration stability prior to implementing software changes. A successful test on the staging system does not guarantee success on the production system.			X
Installation	Installation of operating system to CenturyLink standard.	X		
	Creation of CenturyLink base build configuration (including logging and alert configuration).	X		
	Deployment of the firewall policy.	X		
	Verification of the rule set includes both reviewing the rule set manually and testing whether the rules work as expected. Testing that network traffic that is			X

Activity	Task	CenturyLink	Customer
	specifically allowed by the configured firewall policies are permitted. Testing that all network traffic that is not allowed by the stated firewall policies is blocked.		
	Verification and testing that network communications between Customer specified application components, that traverse the firewall, perform as per the firewall policies.		X
	Testing that all relevant network connections can be established and maintained through the firewall.	X	
	Testing that known firewall operating system vulnerabilities are identified and patched.	X	
	Testing that firewall logging and data management functions are performing in accordance with the firewall policies and Customer's logging and data management strategies.	X	
	Testing and verification that firewall administrators can configure and manage the firewall effectively and securely from the appropriate networks.	X	
	Sign off on the firewall testing prior to CenturyLink support initiated.		X
Configuration	Ongoing customized configuration of firewall hardware and software according to the Customer's security policy.	X	
	Change firewall policy rules after appropriately approved via the Customer's change management process.	X	
Administration	Notify CenturyLink at least five (5) business days in advance of any changes that may affect the applicable Service (e.g., infrastructure, network topology changes).		X
	Adherence to industry standard compliance regulations.		X

Activity	Task	CenturyLink	Customer	
	The requesting and gaining approval of changes to the firewall policy rules via the Customer's change management process.		X	
	Policy review to enhance the performance of the firewall policy.		X	
	Periodic testing to verify that firewall rules are functioning as expected and to confirm that the firewall policy rules remain in compliance with firewall policy.		X	
	Designate and maintain a Customer Contact during the Service Term (including current contact information). "Customer Contact" means an English-speaking technical point of contact available 24 x 7 with sufficient knowledge, authority and access to address configuration issues, event notifications, system or infrastructure modifications and authentication of applicable CenturyLink systems.			X
	The regular backup of firewall operating system, configuration, policies and rule sets.	X		
	Provide Customers at their request the hit count against their firewall rule set.	X		
Monitoring	Conduct ICMP (e.g., ping) monitoring of the firewall instance to determine system availability (24/7).	X		
	CenturyLink will monitor firewall infrastructure for performance load to include CPU and memory allocations to individual Customer virtual firewall instances.	X		
	Provide SNMP statistics on internal firewall performance to Customer via a secure web-based interface.	X		
	The continuous observation of firewall health and availability alerts and or events that are reported from the firewall.	X		
	The continuous observation of firewall logs.		X	

Activity	Task	CenturyLink	Customer
Maintenance and Support	24/7 support for firewall problem resolution and Customer inquiries.		
	Patch devices as required or when the Customer requests a specific patch that has been approved by CenturyLink product team.	X	
	Provide hardware break-fix support with a next business day response time for new equipment.	X	
	Provide vendor based maintenance / support contracts to enable code updates and patches.	X	

Table 3.0 Reporting

Categories	Timeframes
View current rule-set on firewalls	12, 24, 48 hours 1 day 1 week 1 month
View firewall properties	
Total traffic on any virtual interface	
Total traffic dropped on any virtual interface	
Total traffic allowed on any virtual interface	
Breakdown of traffic type on any virtual interface (dropped, accepted, total)	
Per virtual interface traffic in - throughput	
Per virtual interface traffic out - throughput	
CPU usage	

Table 4.0 Notification and Target Response Time

Response Description	Response Time & Procedure
Fault reaction time to Service outage. Maps to SLO P1 (Urgent).	Complete work within 8 hours

Hardware fault resolution time to Service outage	If CenturyLink determines that the firewall must be swapped, CenturyLink will complete the swap by the next business day from the date of problem detection.
Configuration changes to firewall rule-set. Maps to SLO P3 (Medium)	Complete work within 60 hours

Table 5.0 Remote Client VPN to HAN Installation, Configuration and Response Times

Activity Type	Description
Installation	Includes configuration of CenturyLink infrastructure required to accept end user Client VPN connections.
	Includes required AnyConnect licensing for the requested number of Customer end users.
	Installation of the AnyConnect VPN software client is the responsibility of Customer's end user. An installation guide will be provided by CenturyLink during the Service implementation.
	Cisco AnyConnect will be supported for Windows, Linux and MacOS X. Specific OS versions may vary and will be updated as needed.
Configuration	CenturyLink will provide configuration of Client VPN termination device and associated authentication infrastructure for Customer's end users.
	Username and password authentication will be configured using CenturyLink's managed Microsoft Active Directory services.
	CenturyLink system administrators will provide support for 24x7x365 end user administration requests.
	CenturyLink will configure one VPN user group as part of this service. Additional VPN user groups will be considered additional instances of the Service.
	Split tunneling configuration enabled. CenturyLink will provide IP address assignment for Client VPN user tier purchased. Password policy to set expiration at 90 days.
Response Times	Fault Reaction time to service outage: CenturyLink opens a service request and begins work on an issue within 15 minutes of Customer call or problem detection. CenturyLink updates Customer every 2 hours via Customer's preferred method (e.g. phone, email, etc.) until issue is resolved or Customer declines updates. Requests related to troubleshooting VPN issues must first be directed to a central Customer contact for review, at which time the central Customer contact can open requests to CenturyLink.
	Configuration change requests: CenturyLink will complete work on the change within 4 hours of the Customer request. CenturyLink personnel will update Customer once per day via Customer's preferred method until a change is made or Customer declines updates. Requests for VPN user changes must be submitted through a designated Customer contact.

Definitions

Failover: Failover is a backup operational mode in which the functions of a system component (such as a processor, server, network, or database, for example) are assumed by secondary system components when the primary component becomes unavailable through either failure or scheduled down time.

Mbps: Millions of bits per second is a measure of bandwidth on a telecommunications medium.

Multi-tenant: Multi-tenancy is an architecture in which a single instance of a software application or hardware device serves multiple customers.

Virtualized: Virtualization is the creation of a virtual (rather than actual) version of a firewall.

Appendix A: Service Level Agreement

Response descriptions for the Service are referenced in the Incident Management and Request Management sections below that describe the priority levels.

- Fault reaction time to Service outage. Maps to Priority 1 (P1) (Urgent).
- Hardware fault resolution time to Service outage: If CenturyLink determines that the firewall must be swapped, CenturyLink will complete the swap by the next business day from the date of problem detection.
- Configuration changes to firewall rule-set. Maps to Priority 3 (P3) (Medium)

Response descriptions for the Service with IPS Option are referenced in the Incident Management and Request Management sections below that describe the priority levels.

- IPS Critical Alarm. Maps to Priority 2 (P2) (High)
- IPS Configuration and Policy Change Request. Maps to Priority 3 (P3) (Medium)
- IPS new Configuration request. Maps to P3 (Medium)

Response descriptions for the VPN options available with the Service are referenced in the Incident Management and Request Management sections below that describe the priority levels.

- Fault reaction time to IP VPN Service outage. Maps to P2 (High)
- Configuration change requests associated with VPN users. Maps to P3 (Medium)

Response Time Priorities for Incident Management

Priority	Priority Definition	Reponse Time for Proactive Monitoring	Initial Response from the Security Operations Centers to phone calls or Customer emails	Initial triage to Customer escalations	Communications Methods
P1 Urgent	Business impacting or imminent impact; full site outage; A system or device is down. Customer cannot perform business critical functions.	Initial Response Time: Active Alert Owned/Acknowledged within 10 minutes. Initial Notify Customer: CenturyLink will notify Customers within 15 minutes via email.	Call Response Time: Immediate. Average Speed of answer: <20 seconds Email Response Time: Within 6 hours	PRIORITY 1 INCIDENTS must be called into the relevant Security Operations Center. USA: 888-638-6771 CANADA: 866-296-5335 EMEA: 011-44-118-322-6100 ASIA: 011-65-6768-8099	PRIMARY METHOD: Phone call while case status = Open-Solving SECONDARY METHOD: Method of receipt either call, email or Portal to case contact FREQUENCY: Every 1 hour or as agreed with Customer contact
P2 High	Partial site outage/loss of redundancy; A system or component is down; Customer may be experiencing degradation of service, or loss of resilience.	Priority 1 and 2 will be followed up with a phone call after investigation has confirmed an incident exists.		Response Time: 1 hour	PRIMARY METHOD: Phone call while case status = Open-Solving SECONDARY METHOD: Method of receipt either call, email or Portal to case contact FREQUENCY: Every 1 hour or as agreed with Customer contact
P3 Medium	Incident/ Non-Business Impacting; A system is experiencing minor issues or an individual system component has failed, however is not causing degradation of service.			Response Time: 2 hours	PRIMARY METHOD: Phone call while case status = Open-Solving SECONDARY METHOD: Method of receipt either call, email or Portal to case contact FREQUENCY: Every 1 hour or as agreed with Customer contact
P4 Low	Incident/ Non-Business Impacting; No service issues but low level incident required to investigate minor issue.			Response Time: 4 hours	PRIMARY METHOD: Phone call while case status = Open-Solving SECONDARY METHOD: Method of receipt either call, email or Portal to case contact FREQUENCY: Every 1 hour or as agreed with CenturyLink and Customer contact

Response Time Priorities for Request Management

Request Category	Request Description	Scheduled Completion Target based on resource availability	Initial Response to Portal Requests (Preferred Method)	Triage to Request Emails (Secondary Method)	Communications Methods
P1 Urgent	Emergency request in order to avoid potential business impact. Example: Immediate Remote Hands for server down.	Work with Customer to implement as soon as possible. Target within 8 hours.	PRIORITY 1 REQUESTS must be called into the relevant Security Operations center. USA = 888-638-6771 CANADA = 866-296-5335 EMEA = 011-44-118-322-6100 ASIA = 011-65-6768-8099		PRIMARY METHOD: Phone call while case status = Open-Solving SECONDARY METHOD: Method of receipt either call, email or Portal to case contact FREQUENCY: Every 4 hours or as agreed with Customer contact
P2 High	Non-standard service request that the Customer requires in order to complete day-to-day business activity. Example: Ad-hoc backup to be completed by next working day.	Target within 24 hours	Initial Response Time: 2 hours	Initial Response Time: 6 hours from receipt of email to Security Operations Center	PRIMARY METHOD: Phone call while case status = Open-Solving SECONDARY METHOD: Method of receipt either call, email or Portal to case contact FREQUENCY: Every 8 hours or as agreed with Customer contact
P3 Medium	Standard service request. Example: Request for information, query or password reset etc.	Target within 48 hours	Initial Response Time: 4 hours		PRIMARY METHOD: Phone call while case status = Open-Solving SECONDARY METHOD: Method of receipt either call, email or Portal to case contact FREQUENCY: Every 24 hours or as agreed with Customer contact
P4 Low	Minor service request with no urgency or to be scheduled to work with the Customer (such as Remote Hands.) Example: Remote Hands scheduled for dd/mm/yy @hh:mm to coordinate patch cable moves.	Target within 60 hours	Initial Response Time: 6 hours		PRIMARY METHOD: Phone call while case status = Open-Solving SECONDARY METHOD: Method of receipt either call, email or Portal to case contact FREQUENCY: Update upon completion of the request or as agreed with Customer contact

Response Times SLA Payout

In the event that CenturyLink is unable to provide service within the “Response Time” windows outlined in the table above, the Customer’s sole and exclusive remedy shall be a service credit in the amount of three percent (3%) of the affected service MRC for each response time failure. In no event will the credits accrued in any single month exceed, in the aggregate across all response time goals and incidents, thirty percent (30%) of the invoice amount for the affected service.

CenturyLink’s obligation to meet stated Response Times will not apply to:

- any problems caused by or associated with the Customer’s failure to meet specified Customer Requirements
- underlying Internet access service
- any security tests.

SLA Process

Customer must request any credit due hereunder by submitting an e-mail to billing.department@centurylink.com within 60 days of the conclusion of the month in which it accrues. Customer waives any right to credits not requested within this 60-day period. Credits will be issued once validated by CenturyLink and applied toward the invoice which Customer receives no later than two months following Customer’s credit request. All performance calculations and applicable service credits are based on CenturyLink records and data.

This SLA provides Customer’s sole and exclusive remedies for any Service interruptions, deficiencies, or failures of any kind. The SLA and any remedies hereunder will not apply and Customer will not be entitled to receive a credit in the case of an Excluded Event. “Excluded Event” means any event that adversely impacts the Service that is caused by,

- a) the acts or omissions of Customer, its employees, customers, contractors or agents
- b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink
- c) Force Majeure events
- d) scheduled maintenance
- e) any suspension of Service pursuant to the Agreement
- f) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information
- g) Customer’s inability to fulfill Customer’s responsibilities as defined herein including but not limited to providing CenturyLink’s approved personnel immediate access, whether on CenturyLink or Customer premises, to CenturyLink-owned firewall if there is a service outage and at reasonable times in all other situations, ensuring any necessary permissions needed for installation and operation are in place, and ensuring accesses when the Customer has an Access Control List (ACL) that interferes with management connections.