

**CENTURYLINK E-LINE
SERVICE LEVEL AGREEMENT**

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

This Service Level Agreement (“SLA”) applies to CenturyLink E-Line service (“Service” or “E-Line”) ordered by customers pursuant to an agreement (“Agreement”) between the specific customer (“Customer”) and Qwest Communications Company, LLC d/b/a CenturyLink QCC (“CenturyLink”). Capitalized terms not defined in this SLA are defined in the Agreement. The provisions of this SLA state Customer’s sole and exclusive remedies for Service interruptions or Service deficiencies of any kind whatsoever.

1. Goals.

This SLA provides Goals and related remedies. Customer will, subject to the terms, exclusions, and restrictions described in this SLA, be eligible to receive from CenturyLink a credit, as outlined in this SLA for an Affected Service. “Affected Service” means the particular E-Line circuit that fails to meet the applicable Goal. In no case will CenturyLink be required to provide duplicate reimbursement or payment to Customer for any Service quality failure incident.

2. Circuit Availability.

The availability (Circuit Availability) of a particular E-Line circuit, expressed as a percentage, is calculated as follows:

$$\frac{(\text{Total Time}) - (\text{Outage Time})}{\text{Total Time}}$$

“Total Time” is the number of seconds in a calendar month. “Outage Time” is the time in seconds the Affected Service has had an Outage. The Affected Service will for purposes of this Goal be deemed to be unavailable to Customer only if that Service is subject to an interruption that results in the total disruption of the Service (“Outage”).

Circuit Availability objectives and related remedies are provided for local access or tail circuits used in connection with the Service only if these are on CenturyLink-owned network facilities. For protected Service, Outage Time includes only the amount of time in seconds that both Service paths experience concurrent Outage Time. If at any given time any one of the two paths is available it will not be deemed Outage Time.

The Outage credit will apply to the MRCs for the section of the Service affected by an Outage; provided, however, that if any portion of the affected Service remains beneficially used or useable by Customer between any intermediate terminals (where Customer has installed drop and insert capability) or end terminals, the Outage Credit will not apply to that pro-rata portion of the mileage. The length of each Outage will be calculated in seconds. An Outage will be deemed to have commenced upon verifiable notification of the Outage by Customer to CenturyLink, or, when indicated by network control information actually known to CenturyLink network personnel, whichever is earlier. Each Outage will be deemed to terminate upon restoration of the Affected Service as evidenced by appropriate network tests by CenturyLink. CenturyLink’s trouble ticketing system will be the governing source of data for calculating Outage credits. CenturyLink will give notice to Customer of any scheduled outage as early as is practicable, and a scheduled outage will under no circumstances be viewed as an Outage hereunder.

2.1 Long Haul (Inter-City) E-Line.

(a) Unprotected Single Path Service. Service is delivered on CenturyLink-owned network facilities using a single path providing two fiber hand-offs to the Customer at CenturyLink-designated hand-off points.

Credit Schedule for E-Line Long Haul Unprotected Service		
Circuit Availability		Remedy (Credit is applied as a % of the MRC for the Affected Service)
Upper Level	Lower Level	
100%	99.9%	0%
< 99.9%	99.7%	5%
< 99.7%	99.2%	10%
< 99.2%	98.5%	25%
< 98.5%	0%	50%

(b) Protected Service (POP to POP). Service is delivered on CenturyLink-owned network facilities using two diversely routed paths and providing two fiber hand-offs to the Customer at CenturyLink-designated hand-off points.

Credit Schedule for E-Line Long Haul Protected Service		
Circuit Availability		Remedy (Credit is applied as a % of the MRC for the Affected Service)
Upper Level	Lower Level	
100%	99.999%	0%
<99.999%	99.99%	5%
<99.99%	99.90%	10%
<99.90%	99.50%	25%
<99.50%	0%	50%

2.2 Metro Circuits. Unprotected Single Path. Service is delivered on CenturyLink-owned network facilities using a single path providing two fiber hand-offs to the Customer at CenturyLink-designated hand-off points.

Credit Schedule for E-Line Metro Unprotected Service		
Circuit Availability		Remedy (Credit is applied as a % of the MRC for the Affected Service)
Upper Level	Lower Level	
100%	99.9%	0%
< 99.9%	99.7%	5%
< 99.7%	99.2%	10%
< 99.2%	98.5%	25%
< 98.5%	0%	50%

3. Frame Delay. “Latency” means the average transit delay between POPs. As defined in this SLA, a “POP” means a CenturyLink point of presence location, as determined by CenturyLink, that represents the provider edge of the CenturyLink E-Line network.

Standard Latency: The “Standard Latency” for the specific E-Line service will be the average of measurements reported every 15 minutes on the CenturyLink Control Center portal over the previous three calendar months. Standard Latency will be calculated as follows:

Standard Latency = Sum (All the POP to POP round trip measurements within the previous three calendar months reported every 15 minutes) divided by total number of measurements reported within the previous three calendar months

Actual Latency: The “Actual Latency” for the specific E-Line service will be the average of measurements reported every 15 minutes on the CenturyLink Control Center portal over the previous calendar month. Actual Latency will be calculated as follows:

Actual Latency = Sum (All the POP to POP round trip measurements within the previous calendar month reported every 15 minutes) divided by total number of measurements reported within the previous calendar month

Credit will only apply if the specific E-Line service was in place the entire previous three calendar months and the degradation in Actual Latency from Standard Latency is equal to or greater than 3.0 milliseconds and within the degradation percentage ranges in the table in this section.

Credit Schedule for E-Line Frame Delay	
Degradation of Actual Latency from Standard Latency	Remedy (Credit is applied as a % of the MRC for the Affected Service)
10-15%	10%
15.1-25%	25%
25.1% or higher	50%

4. Frame Delivery. Frame Delivery is the consistent average monthly performance level for packets actually delivered between the POPs. End to End Frame Delivery credits apply if Customer has CenturyLink EVA Local Access with 311v network elements at both ends (Customer premises).

Credit Schedule for E-Line Frame Delivery	
Actual Packet Delivery	Remedy (Credit is applied as a % of the MRC for the Affected Service)
99.01-99.89%	10%
90-99%	25%
< 90%	50%

5. Frame Delay Variation. Frame Delay Variation is a measurement of frame delay variance in the CenturyLink E-Line network.

Credit Schedule for E-Line Frame Delay Variation	
Frame Delay Variation	Remedy (Credit is applied as a % of the MRC for the Affected Service)
2.1- 3ms	10%
3.1 – 4ms	25%
> 4.1 ms	50%

6. General.

6.1 Remedies. To be eligible for service credits, Customer must be in good standing with CenturyLink and current in its obligations. To receive Service credits, Customer must submit the relevant trouble ticket information within 30 calendar days after the date when the relevant SLA Goal was not met. CenturyLink will determine the credits provided to Customer by applying the applicable remedies set forth in this SLA. A credit will be applied only to the month in which the event giving rise to the credit occurred. The credits will apply to the MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other services, including but not limited to local access (except as specified for Frame Delivery) or tail circuits. The maximum service credits for CenturyLink E-Line Service issued in any one calendar month will not exceed the amount payable by Customer to CenturyLink for that same month for such Service. Cumulative credits in any one month must exceed \$25.00 to be processed. If Customer fails to notify CenturyLink in the manner set forth above with respect to the applicable SLA credits, Customer will have waived its right to such SLA credits for that month.

6.2 Service Credit Exceptions. Service credits will not be issued where the SLA is not met as a result of: (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's use of Service in an unauthorized or unlawful manner; or (i) improper or inaccurate network specifications provided by Customer.

6.3 Customer Termination Rights. Customer may terminate the Affected Service without early termination charges if, in any single calendar month, Service experiences: (a) more than five Outages related to the same issue; or (b) more than 48 aggregate hours of Outages. Customer may only terminate the Affected Service by providing written notice to CenturyLink within 30 days after Customer first becomes eligible to exercise the applicable termination right. If Customer fails to notify CenturyLink in the manner set forth above with respect to the applicable termination right, Customer will have waived its right to such termination right.