

**CISCO HOSTED COLLABORATION SOLUTION DELIVERED BY LUMEN  
SERVICE LEVEL AGREEMENT**

This Service Level Agreement ("SLA") applies to Cisco Hosted Collaboration Solution Delivered by Lumen ("Service") ordered by customers pursuant to an agreement ("Agreement") between the specific customer ("Customer") and Lumen. Capitalized terms not defined in this SLA are defined in the Agreement. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in this SLA.

**1. HCS Availability.**

Hosted Collaboration Solutions ("HCS") Availability is based on "HCS Platform Downtime," which exists when one or more Service seats ("Affected Seat") are unable to provide services as described in the Service Schedule/Exhibit. Such failure is recorded in the Lumen trouble ticket system. HCS Platform Downtime is measured from the time Customer opens a trouble ticket with Lumen to the time the Affected Seat is able to provide services as described in the Service Schedule/Exhibit. HCS platform does not include technology that is outside of Lumen's HCS network (e.g., a Wi-Fi or wireless network or device connectivity issue). In order to qualify for credits, the outage must be deemed a "Critical Impact" or "Major Impact." The HCS Availability SLA does not apply for HCS Platform Downtime due to the failure of Network Connectivity, PSTN Connectivity, or associated CPE.

Critical Impact is defined as when a Customer is unable to make calls **and** receive voice calls by multiple users at one or more service locations. due to a failure of the HCS platform, not of associated PSTN or other services.

Major Impact is defined as when a Customer is unable to make calls **or** receive voice calls by multiple users at one or more service locations. due to a failure of the HCS platform, not of associated PSTN or other services.

This HCS Availability SLA does not apply to call quality or the behavior of Service features. Subject to the foregoing limitations, each time HCS Availability is less than Lumen's 99.99% availability goal, Customer qualifies for a percentage credit as shown on the table below, prorated from the seat MRC of the Affected Seat, up to the maximums indicated in the Remedies section.

<b>HCS Platform Downtime</b>	<b>Amount of Monthly Bill Credit</b>
10-30 minutes	1 day's credit
31 to 60 minutes	2 days' credit
61 to 120 minutes	4 days' credit
121 to 240 minutes	6 days' credit
Over 241 minutes	10 days' credit

**2. Managed Devices.** The service credits as set forth below in this section apply exclusively to the failure of Lumen to meet an SLA goal for one or more managed devices that experienced an outage resulting directly from the managed devices. Credits are calculated as the percentage of MRCs for the managed devices that have failed ("Affected Device"). The Diagnose Reported Failure SLA goal applies to Lumen rental CPE provided for use by Customer solely in connection with the Service ("Lumen CPE") and to Customer provided CPE. The Lumen Service Restoration SLA goal only applies to Lumen CPE. The time periods in the SLA goals are measured from the time a verifiable notification of the failure by Customer to Lumen, or when indicated by the Service monitoring tools, whichever is earlier, until a task to be completed under an SLA goal is completed by Lumen. Lumen's trouble ticketing system will be the governing source of data for calculating SLA credits.

<b>Area</b>	<b>Event Management</b>	<b>Service Credits</b>
IP Devices	DIAGNOSE REPORTED FAILURE Critical – <u>2</u> hours / Major – <u>4</u> hours / Minor – <u>24</u> hours LUMEN SERVICE RESTORATION. Critical – <u>12</u> hours / Major – <u>24</u> hours / Minor – <u>48</u> hours	1% of MRCs of Affected Devices
Other managed CPE such as routers & switches***	DIAGNOSE REPORTED FAILURE. Critical – <u>1</u> hours / Major – <u>2</u> hours / Minor – <u>4</u> hours CENTURYLINK SERVICE RESTORATION. Critical – <u>24</u> hours / Major – <u>36</u> hours / Minor – <u>48</u> hours	1% of MRCs of Affected Devices

\*\*\*The SLA for Other managed CPE such as routers and switches is only applicable to CPE managed before October 1, 2020.

**2.1 Definitions.**

"Critical" produces an emergency situation in which one or more managed devices becomes inoperable, produces incorrect results, or fails catastrophically. Examples of critical events may include but are not limited to complete loss of call processing capability, systems resets for no apparent reason, greater than 50% of trunks or stations are out of service, call center applications are impacted and unable to receive calls, managed portions of the Customer network is down causing critical impact to business operations if service is not restored quickly.

"Diagnose" means the process of identification and classification used to determine the nature and/or cause of an alarm or event which have been received through automated systems or reported directly by Customer.

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“Final Resolution” means the final state for any reported event where the managed devices reporting the event has been returned to fully-operational status and has been determined to be operating within expected limits. Any Workaround fixes have been removed and the Lumen NOC begins the process for closing associated tracking tickets.

“Major” produces a serious situation in which one or more managed devices becomes inoperable, produces incorrect results, or a mainline function of the network is inoperative. Examples of major events may include but are not limited to greater than 10% of trunks or stations are out of service, other major alarm as defined by the Lumen Technical Assistance Center (“TAC”) and causing a major impact on Customer’s business operations.

“Minor” produces a non-critical situation in which a condition exists with one or more contracted devices and warns of a condition which does not jeopardize service and does not require immediate corrective action. Examples of minor events may include but are not limited to minor alarm lamps lit, software configuration errors and audible alarms.

“Service Restoration” means the act of returning failed managed devices to a usable state. Managed device restoration does not always refer to the final fix action and may include interim solutions such as Workarounds or other temporary solutions. A temporary solution can remain in use until a Final Resolution for the request can be determined and implemented.

“Workaround” means a solution that provides a temporary and suitable fix of a reported issue until a Final Resolution, patch or hardware replacement can be delivered.

**2.2 Lumen CPE Failure.** Customer’s sole remedy for failure of the Lumen CPE will be repair or replacement of such Lumen CPE. If repair or replacement of the Lumen CPE is not reasonably practical, Lumen will notify Customer and Customer may terminate the Service upon 10 business days prior written notice to Lumen. Inventory will be maintained consistent with vendor recommendations. If the failure occurs and is reported during business hours (9:00 AM to 4:30 PM Eastern Time Monday through Friday), Lumen will replace the failed system by the end of the next business day for domestic locations. If the failure occurs after-hours, the replacement CPE will be shipped within two business days. From time to time, Lumen may require that the Customer site contact provide assistance and physically access the console and type in commands as instructed by a Lumen engineer.

**2.3 Customer Provided CPE Failure Covered by Lumen Maintenance Plan.** Customer’s sole remedy for failure of the Customer provided CPE (CPE that is provided by Customer for use by Customer solely in connection with the Service) managed by Lumen, will be repair or replacement of such Customer provided CPE if included in the terms of the Lumen CPE maintenance plan purchased by Customer covering the CPE. If repair or replacement of the Customer provided CPE is not reasonably practical, Lumen will notify Customer and Lumen will offer a remedy to the Customer. If remedy is unacceptable, Customer may terminate Lumen management of the CPE upon 10 business days prior written notice to Lumen. Any replacement and inventory capabilities will be pursuant to coverage terms of the Lumen CPE maintenance plan purchased by Customer. Lumen may require that the Customer site contact provide assistance and physically access the console and type in commands as instructed by a Lumen engineer.

**2.4 Customer Provided CPE Failure Just Monitored by Lumen.** In the event that Customer provided CPE that is an actively managed component of the Service solution fails and it is not covered by a Lumen maintenance plan purchased by Customer, Lumen will attempt to diagnose and restore managed devices. However, should Customer provided CPE need replacement, Lumen will notify Customer of its inability to restore that managed device and via a letter of agency Lumen will work with the Customer to coordinate replacement per Customer’s pre-existing CPE maintenance. Customer is not entitled to any SLA credits for Customer provided CPE under the Lumen Service Restoration SLA goal.

**3. Network Management Notification.** Lumen will provide notification via email to Customer’s designated incident contact after a ticket is opened by Lumen for network management incidents according to the table below. Lumen will apply a one-time credit in a given month if at any time during the month Lumen misses the high support level Network Management Notification goal. Notification SLA credits are limited to high support level events. Targets for medium and low support levels are intended to be informational only.

Support Level	Description	Goal	Remedy (Credit is applied to Total MRC of affected managed device)
High	Managed device is unreachable.	20 minutes	5%
Medium*	Degraded performance of managed device. Limited to a group of users or to a location.	25 minutes	N/A
Low*	Limited to an individual managed device and immediately Service affecting.	30 minutes	

\* Not entitled to SLA credits.

**4. Configuration Management Objectives.** The objectives set forth in this section are objectives only and do not have associated SLA credits. The configuration and management objectives below are specific to remote administration and assume Lumen resources are not used for onsite changes.

Area	General Service Requests / Configuration Management
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Normal Soft MACD Requests	Soft MACDs completed within <b>48</b> hours <ul style="list-style-type: none"> <li>Dependent upon Customer availability for hardware placement.</li> <li>Base on immediate availability of set hardware where applicable.</li> </ul>
Emergency Soft MACD Requests	Emergency Soft MACD (Hard Limit set per Customer contract) Emergency change request for up to <b>5</b> phones completed within <b>2</b> hours. Emergency Phone Add request for up to <b>5</b> phones completed within <b>8</b> hours. <ul style="list-style-type: none"> <li>Dependent upon Customer availability for hardware placement.</li> <li>Base on immediate availability of set hardware where applicable.</li> </ul>

**5. Service Requests & Escalations.** The processes for placing service requests, reporting outages, and making general service inquiries are included in a Lumen provided Customer Interface Document (“CID”). The CID provides details for contacting the Lumen TAC for service related items including reporting service outages, escalation procedures, MACD and related requests.

**6. Language Support.** Lumen answers user calls and support calls in English. Multiple language support is not offered at this time.

**7. Maintenance.**

“Normal Maintenance” means upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible outages. Lumen may change the maintenance window times upon posting to the website or other notice to Customer. Lumen will undertake Normal Maintenance during the hours and upon the prior notice time period stated below. Normal Maintenance hours are between the hours of 11:00 PM to 6:00 AM Local Time. “Local Time” means the local time in the time zone in which an affected seat is located.

“Urgent Maintenance” means efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Services, including possible outages. Such effects related to Urgent Maintenance will entitle Customer to service credits as set forth in this SLA. Lumen may undertake Urgent Maintenance at any time deemed necessary and will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

Outages or failure to meet any SLA goal due to Normal Maintenance will not entitle Customer to any SLA credits.

**8. General.**

**8.1 Remedies.** To be eligible for service credits, Customer must be in good standing with Lumen and current in its obligations. To receive service credits, Customer must contact the Customer Service Center at 1-855-558-1133 and submit the relevant trouble ticket information within 5 calendar days from the date when the relevant SLA goal was not met. Lumen 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. If an event causes more than one SLA goal to not be met, Customer will qualify only for a credit under the Goal with the higher credit amount. The credits will apply to the MRCs of the affected Service components identified in this SLA after application of all discounts and do not apply to MRCs of other services. The maximum service credits issued in any one calendar month will not exceed 50% of the MRC of the affected seats. Cumulative credits in any one month must exceed \$25.00 to be processed. If Customer fails to notify Lumen 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.

**8.2 Limitations.** This SLA will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under this SLA, for any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of the Customer Environment, equipment, applications or systems not owned or controlled by Lumen or its third party service; (c) Force Majeure Events; (d) Normal Maintenance, scheduled alteration, or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information; or (f) Lumen’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) Lumen’s termination of Service for Cause or Customer’s use of Service in an unauthorized or unlawful manner; (i) improper or inaccurate network specifications or usage provided by Customer, (j) the Customer Environment design not supporting the SLA goals or meeting VoIP network best practices or (k) any Service issues (degraded Service or unavailability) that arise due to a dial plan not recommended by Lumen and not supported as standard by Lumen.

**8.3 Customer Termination Rights.** Customer may terminate Service at the affected location without Cancellation/Termination Charges if, in any single calendar month: (a) HCS Platform Downtime exists for at least 24 hours in the aggregate; or (b) HCS Platform Downtime exists for a period of at least eight consecutive hours. Customer may only terminate the affected Service by providing written notice to Lumen within 20 days after Customer first becomes eligible to exercise the applicable termination right. Such termination will be effective 45 days after receipt of written notice by Lumen. Customer is responsible for all Service charges until the termination date. If Customer

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fails to notify Lumen in the manner set forth in this section with respect to the applicable termination right, Customer will have waived its right to terminate the affected Service.