

EMBARQ CLASSIC ETHERNET SERVICES ANNEX

The following terms and conditions, together with the EMBARQ Standard Terms and Conditions for Communications Services (“Standard Terms and Conditions”) and the applicable cover agreement, (collectively, the “Agreement”) will govern Customer’s use of EMBARQ Classic Ethernet Services (“Services”) provided by the applicable CenturyLink operating company supporting Customer’s locations. To the extent permitted by law, Services are offered on an Individual Case Basis in lieu of any terms and conditions under CenturyLink Tariffs.

1. Services Description and Types

1.1 Services Description. The Services are a standards-based high-speed packet transport technology used for the interconnection of Local Area Networks (“LANs”) within a metropolitan area. The Services deliver access from Customer's LAN to the CenturyLink network. The Services protect data privacy by using specialized screening software, which permits subscribers to access only their data. The Services are offered for local and intraLATA use where CenturyLink facilities exist. Each Ethernet connection is full duplex, symmetrical bandwidth with a single rate element that 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.

C. Class of Service. Customer can purchase an optional Class of Service (“COS”) for an additional Monthly Recurring Charge (“MRC”). 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 two COSs are as follows.

- (1) **Gold COS.** This prioritization will apply to Customer-designated traffic marked with priority of 4 to 6 on the CenturyLink switched Ethernet network. Gold COS is designed for Jitter and Network Latency (delay) sensitive applications like voice and video.
- (2) **Silver COS.** This prioritization will apply to Customer-designated traffic markets with a priority of 1 to 3 on the CenturyLink switched Ethernet network. Silver COS will carry high priority business applications across the CenturyLink network.

D. 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 Services Types and Technical Specifications

A. Services Types.

- (1) **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.
- (2) **Ethernet Private Line ("EPL").** A service type used to provide point-to-point connectivity between two sites.

B. Technical Specifications.

- (1) Services are available to customers whose serving central office is equipped with CenturyLink Classic Ethernet Services equipment and located within 28 km or 15 miles from the serving central office.
- (2) 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.
- (3) The network demarcation point is a standard Ethernet interface of 802.3 (Ethernet), 802.3u (Fast Ethernet) or 802.3z (Gigabit Ethernet) LAN interface on the CenturyLink Ethernet Services equipment at the subscriber premises. CenturyLink Ethernet Services network access for 802.3 interface is provided at 10 Mbps, while 802.3u network access is provided at 100 Mbps and 802.3z network access is provided at 1 Gigabit (1000 Mbps).

1.3 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. Order Term.

2.1 The Order Term for the Services is designated in the Agreement.

2.2. Termination Liability Charges will not apply when Services, or a rate element of Services, are disconnected before expiration of the Order Term as a result of a change in terms and conditions or Customer-requested upgrade to a next generation service offering, under the following conditions:

- A. The Order Term for the new service offering is equal to or exceeds the remaining service period of the disconnected Order Term, and
 - B. The Orders to install the new service and disconnect the old Services are related together, and there is no lapse in service between the installation of the new service and the disconnection of the old Services, and
 - C. The Orders to install the new service and disconnect the old Services are for the same Customer at the same location.
- 2.3. CenturyLink will determine whether the new service qualifies as a next generation service offering.
- 2.4. Nonrecurring charges and Service Order Charges for the new service will apply according to the requirements of the new service.
- 2.5. Temporary Suspension of Service (Vacation Service), at Customer's request, is not allowed for the Services.

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.
- C. **Maintenance.**
 - (1) **Preventive Maintenance.** To maintain the quality of the Services, CenturyLink reserves the right to perform preventative maintenance and software updates to the network. CenturyLink has classified maintenance as follows:
 - (a) **Scheduled Maintenance.** Scheduled maintenance is performed for functions such as hardware and software upgrades and network optimization. CenturyLink will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. CenturyLink will provide advance notice of all scheduled maintenance through the Event Reporting Information Console system (ERIC), a self-subscribed, self-managed reporting tool.
 - (b) **Demand Maintenance.** Demand maintenance may occur as a result of unexpected events and is performed when the Ethernet Services network elements are in jeopardy. CenturyLink will perform this type of maintenance at its discretion. Due to the nature of demand maintenance, prior notification may not be possible; however, Customer will be informed when the maintenance has been completed.
 - (2) **Notification.** CenturyLink will provide on-line notification of Scheduled Maintenance and unexpected events through ERIC. Customers can create and manage their subscription rules and create custom notification preferences based on service and location using the following URL: <<http://www.centurylinkservices.net/events/>>. ERIC notices are also posted to the customer access website for reference at any time before, during and shortly after the event. This system currently allows web-based status checks on current event notifications.

- 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 Customer's 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 1536 bytes coming into the E-NID. CenturyLink will not support auto-negotiate. All circuits are set to full duplex and the purchased CIR 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.** 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 Services are 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 uninterruptible 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, 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.
- N.** **Access to Premises.** Customer will provide CenturyLink maintenance personnel or contractors with access to CenturyLink’s equipment placed at Customer’s premises for regular maintenance and service. If Customer resides in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point (the location where the Local Phone Company wires enters Customer’s building), is accessible to the CenturyLink technician. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation.
- O.** **Location of Utilities.** If construction is required, CenturyLink will not begin construction until Customer locates all private utilities on its premises.

- P. Customer is responsible for payment of a 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.
- Q. Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by CenturyLink without the prior written consent of CenturyLink.
- R. For maintenance purposes, upon CenturyLink's request, Customer will be responsible for notifying CenturyLink of the type of terminating equipment used.

4. Components and Rate Elements for Services.

4.1. **Monthly Recurring Charge ("MRC").** CenturyLink will charge Customer a MRC for the Services. The components of the MRC are the following:

- A. **Transport.** Availability of speeds may vary by metropolitan area.
- B. **CenturyLink-owned Edge Equipment.** The CenturyLink-owned Edge Equipment is used to deliver Services and serve as CenturyLink's management device between the central office and the last mile connection at the customer premise. CenturyLink-owned Edge Equipment allows for the convergence of multiple service options over one common facility for network aggregation. The CenturyLink-provided Ethernet Equipment is the responsibility of CenturyLink including provisioning, maintenance and repair or replacement. The CenturyLink-provided Ethernet Edge Equipment is considered CenturyLink's demarcation point.
- C. **Monitoring.** 24x7 network proactive monitoring and troubleshooting from CenturyLink's central office to the CenturyLink-owned Ethernet switch on the customer premise.
- D. **Aggregation Port.** CenturyLink will assign a specific port on the CenturyLink-owned Ethernet switch to accept multiple VLANs from Customer. The assigned port will be the aggregation point from Customer that connects to CenturyLink's Ethernet network. The aggregation port will assign a VLAN tag at ingress and forward the traffic across CenturyLink's Ethernet network, removing the tag at egress. It is Customer's responsibility to provide the appropriate VLAN tag on any frames being transmitted. Any untagged frame received at the ingress of the aggregation port will be dropped.
- E. **COS.** CenturyLink will charge an additional MRC for Customer's selection of an optional COS.

4.2. **Nonrecurring Charges ("NRCs").** CenturyLink will charge Customer NRCs for the initial installation of a Local Channel Connection to a given serving central office and for any rearrangement of an existing Local Channel Connection.

4.3. **Move Charge.** CenturyLink will charge Customer a Move Charge for a Local Channel Connection moved to a new location, even when moved on the same premises. The Move Charge applies in addition to a Service Order Charge.

4.4. **Service Order Charge.** A Service Order Charge is applicable per each Customer request.

4.5. **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.

5. Service Level Agreement ("SLA").

5.1 **SLA.** To demonstrate CenturyLink's commitment to our business customers and the reliability and quality of our data services, CenturyLink has established the following SLA within CenturyLink-established Metro Areas. 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

SLA 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 SLA will apply to all Service Types described in Section 1 above: CenturyLink's commitment is 99.9% Network Availability.

- A. Network Availability.** Network Availability is the ability to transmit data over the CenturyLink switched Ethernet Network. 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.
- B. 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.
- C. 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.
 - (1)** In the event of a Service Interruption at the Customer's premise, ANS personnel will contact Customer within 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 or 407-741-0500.
 - (2)** 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.
- (D)** Service Interruption Time is measured from opening an 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 Credit.

- A.** If Customer believes CenturyLink has missed a commitment in Section 5.2, Customer must notify its CenturyLink Account Manager in writing within 15 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.
- D.** **Service Credit.** CenturyLink will provide a Service Credit equal to 1/30 of the 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.** Service Credits issued in any calendar month under this SLA will not exceed Customer's total MRCs for the affected circuit.
- B.** In any calendar month, Customer may receive no more than three Service Credits with respect to any particular Customer site.

5.5 Exclusions. This SLA does 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.