Lumen Service Level Agreement

"Lumen" is defined for purposes of this Service Level Agreement as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services subject to this Service Level Agreement. This Service Level Agreement applies when Customer orders Lumen service(s) listed as Qualifying Services in Table 1.1. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Qualifying Services are contained in the Service Levels applicable to the Affected Service.Terms used but not defined in this Service Level Agreement will have the meaning set forth in the Agreement. In the event of a conflict between the definition section below and a defined term in another Service Attachment, the definitions section below will prevail for purposes of interpretation of this Service Level Agreement. This Service Level Agreement is subject to change. If Lumen changes this Service Level Agreement and the change is material and detrimental, Customer may receive the last version of the Service Level Agreement in effect before the change.

1. Availability Tiers.

Lumen offers Service Availability Service Levels for Qualifying Services based on the following Availability Tiers. The Availability Tiers only apply to the Service Availability Service Level in this Service Level Agreement and do not relate in any way to any tiers in other service level agreements.

Table 1.1

Availability Tier	Qualifying Services
BRONZE	• Unprotected Wavelength Service • Off-Net Unprotected EPL Service within United States and Canada • On-Net Unprotected EPL Service within United States and Canada, Europe, Latin America* and Service that includes subsea cable • Third Party Internet Service in Latin America and Asia Pacific** • Partially Protected Wavelength Service
SILVER	• Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Europe, Latin America* and Asia-Pacific**, and Service that includes subsea cable, • Off-Net Internet Services outside United States and Canada ("Silver Internet"), • Off-Net MPLS (IPVPN and VPLS) Services outside United States and Canada ("Silver MPLS (IPVPN and VPLS)"), • Standalone Managed Service • Standalone Edge Gateway Service • Lumen Hosted Gateway Service • Broadband Internet Access with Backup Cellular Internet Access • Silver Internet with Broadband Internet Access or Backup Cellular Internet Access****, or • Silver MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access**** • Third Party Internet Service in Europe
GOLD	• Protected Wavelength Service • On-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Latin America* and Asia-Pacific**, and Service that includes subsea cable, • Off-Net Internet Services in United States and Canada and all On-Net Internet Services regardless of the global region (collectively "Gold Internet"), • Off-Net MPLS (IPVPN and VPLS) Services in United States and Canada and all On-Net MPLS (IPVPN and VPLS) Services regardless of the global region (collectively "Gold MPLS (IPVPN and VPLS)), • Gold Internet with Broadband Internet Access or Backup Cellular Internet Access**** • Gold MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access**** • IPVPN On-Demand, or • Managed Service with MPLS (IPVPN and VPLS) or Internet Service directly connected to the Managed Service at a Site, or • Edge Gateway Service with MPLS (IPVPN and VPLS) or Internet Service directly connected to the Edge Gateway Service at a Site • Third Party Internet Service in the United States • Multi Cloud Gateway Service • Lumen Cloud Interconnect • Dual Path for Wavelength
PLATINUM	• On-Net and Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within United States and Canada, • On-Net Protected EPL, EVPL, E-Line, E-Access, and E-LAN Service within Europe, eLynk, Ethernet On-Demand, or Ethernet Fabric Connect

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PLATINUM MANAGED SERVICE	• High Availability Managed Services***

* Any references to Latin America include Mexico.
**Any references to Asia-Pacific includes Australia, China, Hong Kong, India, Indonesia, Japan, Malaysia, New Zealand, Philippines, Singapore, South Korea, Taiwan, Thailand and Vietnam.
***High Availability Managed Services for Lumen Managed Equipment Devices and SASE Service using Lumen Hosted Gateway are not available. However, if Customer orders more than one Lumen Hosted Gateway and configures the services to create a failover design, the Platinum Managed Service Level applies.
**** The Enterprise Access Service(s) must be configured to create a backup design to qualify for the availability tier.

2. Service Availability Service Level.

If a Qualifying Service experiences Service Unavailability, Customer is entitled to a credit as a percentage of the MRCs, BCCs, or Calculated Monthly O&M, as applicable, for the Affected Service as set forth in Table 2.1.

If Customer purchases Managed Services or Edge Gateway Service and MPLS (IPVPN and VPLS) or Internet at a specific site, the cause of the Service Unavailability determines the applicable Service Tier. If the Service Unavailability is due to an issue with the MPLS (IPVPN and VPLS), or Internet Service, the Service Tier that the MPLS (IPVPN and VPLS), or Internet Service qualifies for independently applies. If the Service Unavailability is due to an issue with the Managed Service or Edge Gateway Service, the Service Tier that the Managed Service or Edge Gateway Service with the MPLS (IPVPN and VPLS) or Internet Service qualifies for applies. When any nonperformance, outages, failures to deliver or defect in the Service occur due to a Lumen Managed Service hosted on the Edge Gateway, the applicable Managed Services Service tier will apply in lieu of the Edge Gateway Service tier.

Lumen does not provide any Service Level credits for Service Unavailability for any satellite internet service, Standalone Broadband Internet Access, Primary Cellular Internet Access, Temporary Primary Transport, or Ethernet Leased Line. Lumen also does not provide any Service Level credits for Off-Net Unprotected EPL outside North America, Third Party Internet Service in Africa and the Middle East, Third Party Internet Service in the countries and territories in the Caribbean, Third Party Internet Service in Canada or Third Party Wavelength Service. For Third Party Internet Service in Asia-Pacific and countries and territories in the Caribbean and all Ethernet Leased Line service, Customer may report faults and/or outages in Third Party Internet Service and Ethernet Leased Line to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. For Third Party Wavelength Service, Lumen will pass through to the Customer any applicable Service Level credits Lumen recieves from a third-party provider for Third Party Wavelength Service.

Table 2.1

Availability Tier	Service Availability	Availability Service Credit (in hrs:mins:secs)
PLATINUM MANAGED SERVICE	100%	00:00:01 - 00:30:00 = 10% 00:30:01 – 01:00:00 = 20% 01:00:01 – 02:00:00 = 30% 2:00:01 – 3:00:00 = 40% 3:00:01 – 4:00:00 = 50% 04:00:01 or greater = 100%
PLATINUM	99.999%	00:00:44 - 00:30:00 = 10% 00:30:01 – 01:00:00 = 20% 01:00:01 – 02:00:00 = 30% 2:00:01 – 3:00:00 = 40% 3:00:01 – 4:00:00 = 50% 04:00:01 or greater = 100%
GOLD	99.99%	00:04:33 – 00:43:00 = 10% 00:43:01 – 04:00:00 = 20% 04:00:01 – 08:00:00 = 30% 08:00:01 – 12:00:00 = 40% 12:00:01 – 20:00:00 = 50% 20:00:01 or greater = 100%
SILVER	99.9%	00:43:21 – 04:00:00 = 10% 04:00:01 – 8:00:00 = 20% 08:00:01 – 12:00:00 = 30% 12:00:01 – 16:00:00 = 40% 16:00:01 – 24:00:00 = 50% 24:00:01 or greater = 100%
BRONZE	99.5%	03:36:01 – 10:00:00 = 10% 10:00:01 – 14:00:00 = 20% 14:00:01 – 18:00:00 = 30%

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		18:00:01 – 22:00:00 = 40% 22:00:01 – 26:00:00 = 50% 26:00:01 or greater = 100%

3. Delivery Service Level.

Lumen will exercise commercially reasonable efforts to deliver (i) a Managed Service, Edge Gateway Service or Network Service except for IPVPN On-Demand, Ethernet On-Demand, Ethernet Fabric Connect, Multi-Cloud Gateway Service or Lumen SASE Solutions on or before the Customer Commit Date specified for the Service, (ii) a Lumen SASE Solutions software license within 24 hours of the SASE Delivery Confirmation Notice (including ZTNA licenses) or within 24 hours of Customer's completion of technical data gathering for Lumen Hosted Gateway, or (iii) Lumen SASE equipment within 15 business days of Customer's completion of technical data gathering. If a Service is not installed within these timeframes for reasons other than an Excluded Delay, Customer is entitled to a one-time service credit as set forth in Table 3.1.1, Table 3.2.1, or Table 3.2.2. If Customer's Agreement contains a right of termination for installation delay, that right of termination will not apply to the Services covered under this Delivery Service Level. Instead, this Delivery Service Level is Customer's sole remedy for delayed installation of the Service. This Delivery Service Level does not apply to Enterprise Access Services, Intelligent Internet, IPVPN On-Demand, Ethernet On-Demand or to Third Party Internet Service.

3.1 Delivery Service Level for Edge Gateway Service, all Managed Services and Network Services except for Intelligent Internet, IPVPN On-Demand, Ethernet On-Demand, and Lumen SASE Solutions.

Table 3.1.1

Business Days Beyond Customer Commit Date	Service Level Credit of Affected Service MRC
1-5	10%
6-11	20%
12-17	30%
18-23	40%
24-30	50%
Greater than 30	100%

3.2 Delivery Service Level for Lumen SASE Solutions.

3.2.1 Table 3.2.1 SASE Software License

Hours After Delivery Confirmation Notice	Service Level Credit of Software License MRC
25-29	**10%**
30-35	**20%**
36-41	**30%**
42-47	**40%**
48-54	**50%**
Greater than 54	**100%**

3.2.2 Table 3.2.2 Lumen Hosted Gateway

Hours After Completion of Technical Data Gathering	Service Level Credit of Lumen Hosted Gateway MRC
25-29	**10%**
30-35	**20%**
36-41	**30%**
42-47	**40%**
48-54	**50%**
Greater than 54	**100%**

3.2.3 SASE Equipment.

If SASE Equipment is not delivered within 15 business days of Customer's completion of technical data gathering information, Customer will be entitled to a Service Level Credit of 100% of the SASE Equipment MRC for each 30 calendar day period until Lumen delivers equipment.

4. Performance Service Level – Internet Services.

Lumen offers the following Performance Service Levels on Lumen provided Internet Services. No Performance Service Levels apply for Third Party Internet Service.

4.1 Latency and Packet Delivery - POP to POP.

Lumen's service levels for Latency for Internet Services are set forth below in Table 4.1.1. Latency for Internet Services is expressed as targets thresholds, which are averaged monthly metrics between all Lumen designated points of presence ("POPs") in a given region. Latency and Packet Loss service levels are not available for Internet Services in the Middle East and Africa. The applicable "intra-region"

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latency parameter for the region in which the applicable customer site is located.

Table 4.1.1

Regions	Latency
Intra-North America*	**<45ms**
Intra-Europe	**<35ms**
Intra-Asia	**<110ms**
Trans-Atlantic	**<95ms**
Trans-Pacific	**<235ms**
Europe to Asia	**<345ms**

***Service Level targets for Hawaii are <75ms. Service Level targets for Alaska are <70ms.**

Table 4.1.2 Packet Delivery Service Level for Internet Services and Intelligent Internet except for Fiber+ Internet

Region	Packet Delivery
Global	**99.95%**

5. Performance Service Level – MPLS (IPVPN) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Ethernet On-Demand, IPVPN On-Demand, Multi-Cloud Gateway, Ethernet Fabric Connect and eLynk.

5.1 Latency, Jitter and Packet Delivery Service Levels - POP to POP. Lumen's service levels for Latency, Jitter and Packet Delivery are set forth below in Tables 5.1.1 and 5.1.2. For the Latency and Jitter calculations in Table 5.1.1 and Packet Delivery calculations in Table 5.1.2, targets are averaged monthly metrics between all Lumen designated points of presence ("POPs") in a given region.

Table 5.1.1 Ethernet On-Demand, IPVPN On-Demand, Ethernet Fabric Connect, Multi-Cloud Gateway, and eLynk

Regions	Latency	Jitter
Intra-North America**	<45ms	<3ms
Intra-Europe	<35ms	<3ms
Intra–United Kingdom****	<25ms	<3ms
Intra-Asia***	<110ms	<3ms
Trans-Atlantic (London/Amsterdam – New York)	<95ms	<3ms
Trans-Pacific (Tokyo – Sacramento, CA)****	<235ms	<3ms
Trans-Pacific (Sydney – Sacramento, CA)****	<235ms	<3ms
Trans-Pacific (Sydney – Tokyo)****	<235ms	<3ms
Europe to Asia^	<345ms	<3ms

*** 'Intra-Asia' is defined as: Bangkok, Beijing, Hanoi, Hong Kong, Kuala Lumpur, Manila, Jakarta, Shanghai, Taipei, Tokyo, Seoul and Singapore; excluding Australia.
^Additionally, add the applicable "intra-region" Latency parameter for the region in which the applicable Customer site is located.

Table 5.1.2 POP to POP Service Levels for MPLS (IPVPN) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Ethernet On-Demand, IPVPN On-Demand, Multi-Cloud Gateway, Ethernet Fabric Connect, and eLynk. For IPVPN On-Demand, only Basic Class of Service Pop to Pop metrics apply.

POP to POP Service Levels				
Region	Class of Service			
		Dedicated/Premium	Enhanced	Basic

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Intra-US	Packet Delivery	99.99%	99.95%	99.90%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms
Intra-Europe & US-Europe	Packet Delivery	99.99%	99.95%	99.90%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms
Rest of World	Packet Delivery	99.90%	99.80%	99.50%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms

*Appendix 1 sets forth the "City Pair" monthly average two-way latency in the POP to POP two-way Latency Service Level matrix. For city pairs that are not listed in Appendix 1, the regional metrics apply per Table 5.1.1. Regional metric calculations are averaged monthly between all Lumen POPs in a given region.

5.2 Packet Delivery, Latency and Jitter Service Levels ("End to End Service Level. End to End Service Levels apply only to sites where Customer has ordered enhanced reporting for E-Line, E-LAN, E-Access, eLynk, and IPVPN. For sites with coax, DSL, microwave or satellite access, End to End packet delivery, jitter, and latency service levels do not apply. To calculate an end to end two-way Latency Service Level, the loop factor table applies per Table 5.2.2. For End-to-End Service Levels, the measurement of Packet Delivery, Two-Way Latency and Jitter excludes any time period that Customer's total bandwidth utilization exceeds 70% of the applicable contracted bandwidth. All measurements are based on the average of the metrics for that calendar month.

Table 5.2.1 End-to-End Service Levels.

Service Specific End-to-End Network (CE to CE) Service Levels				
Region	**Class of Service**			
		Dedicated/Premium	**Enhanced**	**Basic**
Intra-US	Packet Delivery	99.90%	99.50%	99.50%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<3ms	<3ms	<3ms
Intra-Europe & US-Europe	Packet Delivery	99.90%	99.50%	99.50%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<3ms	<3ms	<3ms
Rest of World	Packet Delivery	99.50%	99.00%	99.00%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<6ms	<6ms	<6ms

Table 5.2.2 below provides Latency increments to add to the Service Specific POP to POP City Pair Latency values given above in Table 5.2.1 for Customer sites located within the mileage bands indicated in Table 5.2.2. For T1 and bonded NxT1 transport circuits, an additional 12 ms will be added to the values in Table 5.2.1.

Table 5.2.2 Loop Factor Latency Table.

PE to CE Loop factor Latency Table			
0-10 miles	+3ms	401-600 miles	+40ms

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11-50 miles	+6ms	601-800 miles	+50ms
51-100 miles	+10ms	801-1000 miles	+60ms
101-200 miles	+15ms	1001-1200 miles	+80ms
201-400 miles	+30ms	1201+ miles	ICB

5.3 Packet Delivery, Latency and Jitter Service Levels Credits. Customer will be entitled to a service credit off of the MRC or BCC for the Affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the Packet Delivery, Latency, or Jitter service levels for the Affected Service where such failure is related to Service Unavailability under the Availability Service Level.

Table 5.3.1

Service Level Credits		
Performance Metric	Service Level Credit	
Packet Delivery	99.99%	99.98% to 99.38% = 10% 99.37% to 98.77% = 30% Below 98.77% = 50%
	99.95%	99.94% to 99.34% = 10% 99.33% to 98.73% = 30% Below 98.73% = 50%
	99.90%	99.89% to 98.89% = 10% 98.88% to 97.89% = 30% Below 97.89% = 50%
	99.80%	99.79% to 98.80% = 10% 98.79% to 97.80% = 30% Below 97.80 = 50%
	99.50%	99.49% to 98.50% = 10% 98.49% to 97.50% = 30% Below 97.50 = 50%
	99.00%	98.99% to 97.51% = 10% 97.50% to 96.03% = 30% Below 96.03% = 50%
Latency	Delay Exceeding Latency Service Level 1-10ms = 10% 11-25ms = 30% >25ms = 50%	
Jitter	Delay Exceeding Jitter Service Level >2ms to 3ms = 10% >3ms-5ms = 30% >5ms = 50%	

6. Managed Services and Edge Gateway Service Level.

Lumen offers the following Managed Service Service Levels on Lumen provided Managed Services, and Edge Gateway Service.

6.1 Change Management Service Level. Lumen will implement Soft Change Requests received by Lumen prior to 6 P.M. local time on a Business Day, by the close of the following Business Day unless Customer schedules a later implementation date. All such change requests must be made through the Lumen web-based portal or by dialing the applicable support number provided to Customer during provisioning. As Hard Change Requests require a Change Order, this Service Level does not apply to Hard Change Requests. Instead, the Delivery Service Level applies to Hard Change Requests. This Service Level does not apply during the first 30 days following the Service Commencement Date. If Lumen does not meet this Service Level, Customer will be entitled to the following service credit.

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This Change Management Service Level does not apply to Edge Gateway Service. This Change Management Service Level does not apply to Self-Managed Lumen SASE Service.

Table 6.1.1

Business Days to Implement Soft Configuration Change from Time Request is Received or Customer Scheduled Date	Service Level Credit of Managed Service MRC
2	10%
3	20%
4	30%
5	40%
Greater than 5	50%

6.2 Notification Service Level. Lumen will notify Customer (i) of a Critical Incident within 15 minutes of the alarm signaling the Critical Incident and (ii) of an Incident within 30 minutes of the alarm signaling the Incident. If Lumen does not meet this Notification Service Level, Customer will be entitled to the following service credits. This Notification Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, Managed Network Service in Europe or Latin America, Lumen Hosted Gateway Service, or Self-Managed SASE Service.

Table 6.2.1

Number of Missed Notifications in a Calendar Month	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

6.3 Response Time Service Level. Lumen continuously monitors all Managed Devices and provides maintenance and repair once Lumen has determined, through fault isolation, that a Managed Device has experienced a fault (i.e. “problem dispatch”). Lumen will begin remotely working to resolve the issue within the response times listed in Table 6.3.1. Prior to Lumen’s response, or, if Customer requests maintenance assistance, Lumen may request Customer to verify that the local environment (including power, WAN/LAN connectivity, inside wiring / cabling etc.) has been diagnosed and ruled out as the source of the reported fault. This Response Time Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, Managed Network Service in Europe or Latin America, Lumen Hosted Gateway Service or Self-Managed Lumen SASE Service.

Table 6.3.1

Managed Service	Response Time
Managed Network Service and Edge Gateway Service	Within 4 hours of Customer’s response to the initial Critical Incident notification
Lumen SD-WAN Service with Versa Networks and Lumen SD-WAN Service with Cisco Meraki and Lumen SASE Solutions with Pro-Managed Service	Within 4 hours of (i) Customer’s response to the initial Incident notification or (ii) Lumen’s detection if it is a Critical Incident

If Lumen does not meet this Response Time Service Level, Customer will be entitled the following service credits.

Table 6.3.2

Number of Missed Response Time(s) in a Calendar Month	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

6.4 Time To Resolve (TTR). Lumen will target Resolution of a service impacted event based on the severity, according to the timeline below. The Service Level metric is measured in Business Hours from the Response Time in 6.3. This Time To Resolve Service Level will not apply to events that cause Service Unavailability. If Managed Service is unavailable, Customer will instead receive the Availability Service Level. This Time To Resolve Service Level will also not apply to events isolated to an issue related to the Managed Device. If the issue is related to the Managed Device, Customer will receive the Managed Device Replacement Service Level. This Time To Resolve Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, Managed Network Service in Europe or Latin America, Lumen Hosted Gateway Service, or Self-Managed Lumen SASE Service.

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Table 6.4.1 Time To Resolve Service Level.

Severity Level	Description	Service Level
High	Service available but is experiencing an issue that has caused essential functionality to be significantly impaired	Less than 4 hours
Medium	Service degraded performance or functionality	Less than 12 hours
Low	Intermittent Service issues	Less than 24 hours

Table 6.4.2 Time To Resolve Service Level Credits High Severity.

Service Impacted Hours	Service Level Credit of Managed Service MRC
4:00-6:00	10%
6:01-8:00	20%
8:01-10:00	30%
10:01-12:00	40%
Greater than 12:00	50%

Table 6.4.3Time To Resolve Service Level Credits Medium Severity.

Service Impacted Hours	Service Level Credit of Managed Service MRC
12:00-16:00	10%
16:01-20:00	20%
20:01-24:00	30%
24:01-28:00	40%
Greater than 28:00	50%

Table 6.4.4Time to Resolve Service Level Credits Low Severity.

Service Impacted	Service Level Credit of Managed Service MRC
24:00-30:00	10%
30:01-36:00	20%
36:01-42:00	30%
42:01-48:00	40%
Greater than 48:00	50%

6.5 Managed Device Replacement Service Level. If Lumen has determined, through fault isolation, that a Lumen provided Managed Device has experienced a fault (i.e. "problem dispatch"), Lumen will use commercially reasonable efforts to ship a replacement CPE device to Customer within the following time frames if Customer notifies Lumen by 12:00 p.m. in the time zone where the affected Managed Device is located. The Lumen Zone List can be found at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html. Lumen will not support or replace CPE that is altered, modified, mishandled, destroyed, or damaged by one or more of the following: (i) natural causes; (ii) environmental failures; (iii) Customer's failure to take any required actions; (iv) a negligent or willful act or omission by Customer or unauthorized use; or (v) an act or omission of a third party. Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises.

Table 6.5.1

Zone	Managed Device Replacement Service Level
Zone 1	8x5 NBD
Zone 2	Within 5 Business Days
Zone 3	Within 10 Business Days

If Lumen does not meet this Service Level, Customer will be entitled the following service credits:

Table 6.5.2

Business Days Beyond Service Level	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

If replacement of the Lumen provided Managed Device is not reasonably practical, Lumen will notify Customer and Customer may terminate the Managed Service upon 10 Business Days prior written notice to Lumen. Inventory will be maintained consistent with vendor recommendations. In the event that a Customer provided Managed Device fails, Customer will not be eligible for a Service Level credit.

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Instead, Lumen will attempt to diagnose and restore the Managed Device. However, should the Customer provided Managed Device need replacement, Lumen will notify Customer of its inability to restore that Managed Device and the need for Customer to coordinate replacement per Customer's pre-existing CPE maintenance agreement at Customer's expense.

7. Chronic Outage Service Level.

As its sole remedy, Customer may elect to terminate an Affected Service, or an Affected Converged Service, prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage the Affected Services or an Affected Converged Service experiences a Chronic Outage. Chronic Outage is defined as follows:

- For a Wavelength, Unprotected EPL, E-Line, E-Access, or E-LAN Service (excluding any Wavelength or Unprotected EPL Service provided in Latin America) when Service experiences Service Unavailability for more than 12 consecutive hours in each of three consecutive calendar months, or for more than 42 hours in the aggregate in any calendar month.
- For an affected EVPL Service, Protected EPL, E-Line, E-Access, or E-LAN Service (excluding any Protected EPL Service provided in Latin America), MPLS (IPVPN or VPLS), Internet Service, Edge Gateway Service, or Managed Service, when Service experiences Service Unavailability in any calendar month: (i) for more than one consecutive hour in each of three consecutive calendar months, or (ii) more than 24 aggregate hours during a calendar month.

Customer may only terminate a Service that is Unavailable as described above and must exercise its right to terminate the Affected Service under this Section, in writing, within 30 days after the event giving rise to the termination right. For clarification, termination of a Converged Service will result in termination of all applicable Services bundled together as the Converged Service under the Order. Customer is responsible for all Service charges until the termination date. If Customer 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 or Affected Converged Service. This Service Level does not apply to Enterprise Access Service, Third-Party Internet Service, Multi-Cloud Gateway, Ethernet Fabric Connection, Ethernet On-Demand, or IPVPN On Demand.

8. Credit Request Process.

Unless otherwise set forth in the Agreement, Customer must notify Lumen of requests for service credits within 60 days after the end of the month in which the event occurred. To request a credit, Customer must contact Customer Service (contact information is located at https://www.lumen.com/en-us/home.html) or deliver a written request with sufficient detail to identify the Affected Service.

9. Limitations.

In no event will Service Level credits in any calendar month exceed 100% of the total MRC, BCC, or Calculated Monthly O&M for the Affected Services. Unless otherwise stated, Service Levels are measured over a calendar month. Customer will not be entitled to Service Level credits for missed Service Levels due to Excused Outages or if Customer does not timely submit the request for service credit as defined in the Credit Request Process. Service Level credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events.

The Availability, Chronic Outage, Performance and Managed Service Service Levels do not apply during the first 3 days following the Service Commencement Date or, if Lumen SASE Service, the Service Ready Date. Instead, if Service is not functioning properly during the first 3 days and Customer notifies Lumen, Lumen will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable MRC, BCC, or Calculated Monthly O&M for each day the Service did not function properly.

10. Definitions.

"Affected Service" is defined as the Qualifying Service at a specific service location that does not meet a service level defined in this Service Level Agreement.

"Backup Cellular Internet Access" is defined as Cellular Internet Access deployed as a backup access service to Broadband Internet Access Service, Internet Service, or MPLS (IPVPN and VPLS) Service. BIA may appear as Lumen IQ Delta Port Internet Connection on ordering, invoicing or other documentation.

"Broadband Internet Access" is defined as Lumen procured third-party provided unsecured local internet broadband service or satellite internet service and 24x7 monitoring and management of the broadband service. Satellite internet service is not eligible for service level credits.

"Business Day" is defined as Monday through Friday excluding all banking, U.S. holidays, and national or local holidays applicable to Customer's service location.

"Business Hours" is defined as 8:00 am to 5:00 pm in the time zone where the Affected Service is located.

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“Billing Cycle Charges” or “BCC” is defined as the total hourly Service usage charges (not including taxes, fees and surcharges) in the billing cycle in which the event occurred giving rise to the requested service level credit. Billing Cycle Charges are only applicable to Intelligent Internet, Ethernet On-Demand and IPVPN On-Demand Service billed on an hourly basis instead of a monthly recurring charge.

“Calculated Monthly Operations and Maintanance (O&M)” is defined as the O&M Charge that was charged for the year in which the event giving rise to a service level credit occurred, divided by 12. Calculated Monthly O&M is only applicable to Lumen Wavelength Services provided on an IRU basis.

“Cellular Internet Access” is defined as a Lumen procured third party provided machine to machine wireless communication service for the receipt and transmission of data, information or messages.

“City Pair” is defined as the “City Pair” monthly average Service Level matrix set forth in Appendix 1. Appendix 1 is available upon request.

“Converged Service” is defined as Internet Services bundled with Enterprise Voice SIP Based Services or MPLS (IPVPN or VPLS) Services bundled with either Internet Services or Enterprise Voice SIP Based Services.

“CPE” is defined as Customer premises equipment.

“Critical Incident” is defined as an incident that produces a situation in which one or more Managed Devices becomes inoperable, produces incorrect results, or fails catastrophically. The list of incident alarms that signal a Critical Incident is available in the Lumen Managed Services Alarm Guide located at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html and is subject to change.

“Customer Commit Date” is defined as the date by which Lumen will install Service. If Customer’s service installation is delayed due to an Excluded Delay, Lumen will provide Customer with a revised Customer Commit Date.

“Edge Gateway Service” is defined as Lumen Edge Gateway Services,vwhich may also be called “Adaptive Virtual Services Premises-Lumen Edge Gateway” or “Adaptive Virtual Services Premises” on ordering, invoicing, or other documentation.

“Enterprise Access Service” is defined as Broadband Internet Access Service or Cellular Internet Access Service.

“Excluded Delay” is defined as an installation delay resulting from (a) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information (b) Lumen’s lack of access to the Customer premises where reasonably required to deliver the Service (c) incorrect information, equipment, cables or software components specified or supplied by Customer, (d) Customer requested changes to Customer Orders after submission and acceptance by Lumen, (e) Customer not being ready to receive Service (f) Customer’s failure to timely provide complete configuration information (g) Customer’s failure to fulfill any Customer responsibility described in the Agreement, Service Attachment, or this Service Level Agreement (h) unforeseen circumstances such as construction, build requirements, shipping delays, or material/equipment shortage (i) for off-net service, delays caused by Lumen’s third party providers or (j) force majeure events.

“Excused Outage” is defined as 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 equipment, applications, or systems not owned or controlled by Lumen or its third party providers; (c) Scheduled Maintenance, alteration, or implementation; (d) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information; (e) Lumen’s lack of access to the Customer premises where reasonably required to restore the Service; (f) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (g) Lumen's termination of Service for cause or Customer's use of Service in an unauthorized or unlawful manner; (h) improper or inaccurate specifications provided by Customer;(i) intentional shutdowns due to emergency intervention during security related incidents; (j) Customer-initiated changes to the network environment, architectures, or Managed Device configuation; (k) Customer’s failure to comply with any environmental requirements provided by Lumen or (l) force majeure events.

“Hard Change Request” is defined as any service request that impacts the pricing of the Service. Hard Change Requests require Customer to execute a change Order.

“High Availability Managed Service” is defined as two Managed Service packages each with active transport (Lumen or Customer provided) at the same site or same Customer provided cloud environment configured to create a failover design.

“Jitter” is defined as the measurement of the interpacket delay variance and packet loss in the Lumen IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic.

“Incident” is defined as an incident that produces a situation in which the operability of one or more Managed Devices is adversely impacted. The list of incident alarms that signal an Incident is available in the Lumen Managed Services Alarm Guide located at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html and is subject to change.

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“Internet Service” is defined as Dedicated Internet Access, Intelligent Internet, Internet Services, High Speed IP, IP Transit Services, Hyper Internet, CenturyLink IQ Networking Internet Port, or Fiber+ Internet.

“Latency” is defined as the monthly average time it takes for a IP test packet to travel round trip across the relevant portion of the Lumen Network calculated as:

$$\text{Monthly Core Network Latency} = \frac{\text{Sum of daily Average Latency calculations for a given month}}{\text{Total number of days in a month}}$$

“Managed Device” is defined as an eligible CPE device managed as part of a Managed Service.

“Managed Service” is defined as Lumen SD-WAN with Versa Networks, Lumen SD-WAN with Cisco Meraki, Lumen Managed Equipment Service, Managed Network Service, or Lumen SASE Solutions.

“MPLS (IPVPN and VPLS) Service” is defined as IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Virtual Private Network, Hyper IPVPN or IP Solutions Private Port.

“Network Service” is defined as Internet Service, Intelligent Internet, Wavelength Service, MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Ethernet Fabric Connect, Ethernet On-Demand, IPVPN On-Demand, Multi-Cloud Gateway, and eLynk. For clarity, the Ethernet services that do not meet the definition of Qualifying Service are not eligible for this Service Level Agreement.

“Off-Net” is defined as local access Service not provided on the Lumen owned and operated network.

“On-Net” is defined as local access Service provided on the Lumen owned and operated network.

“Packet Delivery” means the monthly average percentage of packets that are delivered over the relevant portion of the Lumen Network calculated as:

$$\text{Monthly Packet Delivery} = \frac{\text{Sum of daily Average Packet Delivery calculations for a given month}}{\text{Total number of days in a month}}$$

“Primary Cellular Internet Access” is defined as Cellular Internet Access without any other Lumen provided access method at Customer’s site. Primary CIA may appear as Enterprise Wireless Access Service (“EWAS”) on ordering invoicing or other documentation.

“Protected Wavelength Service” means Wavelength Service that includes a Lumen managed protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure.

“Qualifying Service” is defined as the Services listed in Table 1.1. For clarity, the following Ethernet services are not eligible for this Service Level Agreement: CenturyTel Metro Ethernet Services, EMBARQ Classic Ethernet Services, CenturyLink QCC Domestic Ethernet Private Line and Metro Ethernet Private Line, CenturyLink Metro Ethernet, CenturyLink QCC Metro Ethernet, CenturyLink QC Metro Ethernet, CenturyLink Ethernet over SONET, CenturyLink QC Intrastate Metro Ethernet, and CenturyLink E-Line Service.

“Resolution” means Lumen has determined the Managed Device(s) reporting the event has been returned to fully operational status and has been determined to be operating within expected limits.

“Service Commencement Date” is defined as the date Service is installed and billing commences.

“Service Unavailability” is defined as the complete inability (for reasons other than an Excused Outage) of Customer to deliver IP packets, from an individual Customer site to the network over the Qualifying Service. For a Managed Service to experience Service Unavailability, Customer must be unable to deliver IP Packets from an individual Customer site to the network over both the Managed Service(s) and any associated transport, if applicable. For Wavelength Services, Service Unavailability means the duration of a break in transmission measured from the first of ten (10) consecutive severely erred seconds (“SESs”) on the affected Wavelength Service until the first of ten (10) consecutive non-SESs as defined by accepted industry standards. For Protected Wavelengths, Customer must experience simultaneous service unavailability over both the primary and failover path. For Dual Path for Wavelength, Customer must experience simultaneous service unavailability on both diversly routed Unprotected Wavelengths included in the Dual Path. Service Unavailability is measured from the time a trouble ticket is opened to the time the Service is restored.

“Service Ready Date” is defined as the date Lumen notifies Customer that the Lumen SASE Solutions service is ready for activation.

“Soft Change Request” is defined as any software change that involves network features or system parameters and requires no onsite visit or physical modification. Soft Change Requests do not (a) include service additions or deletions, (b) addition or removal of security gateway services (c) design impacting changes such as changes to the virtual service chain, if applicable (d) configuration change requests that impact more than 5 Managed Devices or (e) any items that are considered the Customer’s responsibility, including but not limited to, user and group configurations.

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“Standalone Edge Gateway Service” is defined as a single instance of Edge Gateway Service (1) not combined with MPLS (IPVPN or VPLS) or Internet Service at a specific Service location (2) combined only with a single instance of Broadband Internet Access service or (3) combined with Broadband Internet Access service and Backup Cellular Internet Access.

“Standalone Managed Service” is defined as a single instance of Managed Service (1) not combined with MPLS (IPVPN or VPLS) or Internet Service at a specific Service location; (2) combined only with a single instance of Broadband Internet Access service; or (3) combined with Broadband Internet Access service and Backup Cellular Internet Access.

“Standalone Broadband Internet Access” is defined as a single instance of Broadband Internet Access not combined with Backup Cellular Internet Access, Internet Service, or MPLS (IPVPN and VPLS) Service at a specific Service location.

“Temporary Primary Transport” is defined as Cellular Internet Access used as temporary primary transport only until either the actual primary transport (“Primary Transport”) is available at the Customer premises or 180 calendar days from the date Cellular Internet Access is available for use, whichever is earlier.

“Third Party Internet Service” is defined as Internet Service provided entirely by Lumen’s third party provider(s). Third Party Internet Service may also be referred to as Dedicated Internet Extension. For clarity, Third Party Internet Service is not Off-Net Internet Service. Off-Net Internet Service is Internet Service when the local access service component is not provided on the Lumen owned and operated network.

“Third Party Wavelength Service” is defined as a Wavelength Service provided entirely by Lumen’s third party provider(s).

“Unprotected Wavelength Service” means Wavelength Service that does not include a Lumen managed protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

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