## CENTURYLINK MANAGED ENTERPRISE WITH CISCO MERAKI RETAIL SERVICE LEVEL AGREEMENT

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

This Service Level Agreement ("SLA") is effective as of the first day of the second month after initial installation of Services. "Service" includes the applicable components of CenturyLink Managed Enterprise with Cisco Meraki ("MECM") Service. This SLA applies to Service ordered by CenturyLink's customer pursuant to an agreement ("Agreement") with CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink"). On April 1, 2014, Qwest Communications Company, LLC completed a name change to CenturyLink Communications, LLC. References in supporting agreements or other documents, to Qwest Communications Company, LLC or its predecessors are replaced with "CenturyLink Communications, LLC." 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. Service Levels.

(a) If CenturyLink or its supplier causes Downtime which is not isolated to an issue with the MECM Device, and the outage is not resolved within 12 hours, Customer will receive a service level credit equal to fifty percent (50%) of the MRC for the affected Service Package ("Availability Credit"). Customer will not be eligible for an Availability Credit during the first three months Customer's Service is activated. In no event will CenturyLink pay more than one Availability Credit per month per affected Service Package. If Downtime is caused by an issue with the MECM Device, Customer will not be entitled to any monetary remedy. Instead, CenturyLink will ship a replacement device to Customer's premises according to the applicable maintenance time frame set forth in Section 2.9 of MECM Service Exhibit as Customer's sole remedy.

## (B) Definitions.

(i) "Downtime" is an interruption of MECM (for reasons other than an Excused Outage or caused by an issue with Customer's underlying transport) which is confirmed by CenturyLink. Downtime is measured from the time Customer opens a trouble ticket with CenturyLink to the time the MECM service is restored.

(ii) "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 CenturyLink 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 CenturyLink with accurate, current contact information; (e) CenturyLink'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) CenturyLink'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; or (i) force majeure events.