

**MANAGED IP COMMUNICATIONS  
SERVICE LEVEL AGREEMENT**

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

This Service Level Agreement (“SLA”) applies to Managed IP Communications Service (“Managed IPC” or “Service”) ordered by CenturyLink’s customer (“Customer”) pursuant to a signed agreement (“Agreement”) with Qwest Communications Company, LLC d/b/a CenturyLink QCC (“CenturyLink”). Capitalized terms not defined in this SLA are defined in the Agreement.

**1. Configuration Management Objectives.** The objectives set forth in this Section are objectives only and do not have associated credits. The configuration and management objectives below are specific to remote administration and do not assume the use of CenturyLink resources for onsite changes.

<b>Configuration Management</b>	<b>Performance/Timeframe</b>
Bulk User/IP Phone Addition	Assignment of IP Phones to specific profiles will be done at a rate of 500 requests per week and require one week to process. CenturyLink will provide a bulk user template to record needed additions.
Bulk User/IP Phone Change	Large changes of users to move them to a new profile or enable a change are done at 500 users per request per week and are performed in 48 hours. CenturyLink will provide a bulk user template to record needed changes.
Bulk User/IP Phone Deletion	Users or machines are deleted at a rate of 500 changes per week per request and are performed within 48 hours.
Normal User/IP Phone Addition	Up to 50 users/IP Phones per day per request will be added in 48 hours.
Normal User/IP Phone Change	Up to 50 users/IP Phones per day per request will be changed in 24 hours.
Normal User/IP Phone Deletion	Up to 50 users/IP Phones per day per request will be deleted in 24 hours.
Emergency User/IP Phone Addition	Up to 5 users/IP Phones per day per request will be added in 8 hours.
Emergency User/IP Phone Change	Up to 5 users/IP Phones per day per request will be change in 2 hours.
Emergency User/IP Phone Deletion	Up to 5 users/IP Phones per day per request will be deleted upon call and no more than 2 hours.
Policy Addition	Up to 5 policies will be added per day with request processed in 8 hours.
Modify Existing Policy	Up to 5 policies will be modified per day with changes processed in 8 hours.
Policy Deletion	Up to 5 policies will be deleted per day with removal processed in 8 hours.
Emergency Policy Modification	Up to 2 policies changes per day will be processed in less than 2 hours.
Back-up and Restoral*	CenturyLink will store and maintain the last three configurations and previous two releases of software for restoral purposes. Customer may be required to assist and execute early function to restore system to remote management capability. * Unless specifically requested that CenturyLink provide the back-up solution, CenturyLink assumes use of customer provided server , tape drive, etc. as needed for back-up.

**2. Service Level Agreement.** Upon Customer’s written request to CenturyLink, made within five business days of the last day of the month in which the relevant SLA was not met, Customer will be entitled to the service credits as set forth below.

<b>Area</b>	<b>Performance/Timeframe</b>	<b>Credit</b>	<b>Escalation (SM, DIR, GM)</b>
<b>Remote Sites</b>			
Phone	Diagnose failure within 4 hours  Ship replacement next business day provided replacement is processed by 3PM. Customer returns broken phone to CenturyLink* Only applicable if CenturyLink provides the phone as part of Bundled Managed IPC. Not applicable if like-kind onsite spares have been provided and are available to replace broken phone.	1%	Diag. - (2Hrs, 4Hrs, 24Hrs) Restore - (24Hrs, 48Hrs, 72Hrs)
Call Manager/ Gateway	Diagnose failure or attempt rebuild within 1 hour.  Ship replacement system next available air freight to destination.* Only applicable if CenturyLink provides the Call Manager / Gateway as a part of Bundled Managed IPC.	5%	Diag. - (30Min, 1Hr, 2Hrs) Restore - (24 Hrs. 36 Hrs, 48 Hrs)
Voice Mail	Diagnose failure or attempt rebuild within 1 hour.  Ship replacement system next available air freight to destination.* Only applicable if CenturyLink provides Voice Mail system as a part of Bundled Managed IPC.	5%	Diag. - (30Min, 1Hr, 2Hrs) Restore - (24 Hrs. 36 Hrs, 48 Hrs)
<b>Headquarters/ Main Sites</b>			

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Phone	Diagnose failure within 2 Hrs, replace IP phone from customer on-site pool. Customer returns broken phone to CenturyLink.	1%	Diag. - (1Hrs, 2Hrs, 4Hrs) Restore - (2Hrs, 4Hrs, 8Hrs)
Call Manager/ Gateway	Diagnose failure or attempt rebuild within 1 hour, allow back-up systems to sustain load during restoral.  ship replacement system next available air freight to destination.* Only applicable if CenturyLink provides the Call Manager / Gateway as part of Bundled Managed IPC.	3%	Diag. - (30Min, 1Hr, 2Hrs) Restore - (24 Hrs. 36 Hrs, 48 Hrs)
Voice Mail	Diagnose failure or attempt rebuild within 1 hour.  Ship replacement system next available air freight to destination.* Only applicable if CenturyLink provides the Call Manager / Gateway as part of Bundled Managed IPC.	3%	Diag. - (30Min, 1Hr, 2Hrs) Restore - (24 Hrs. 36 Hrs, 48 Hrs)
<b>Performance Management</b>			
Call Quality Basic	Diagnose cause within 4 hours, present plan to change management within 8 hours	1%	Diag. - (2Hrs, 4Hrs, 24Hrs) Plan- (4Hrs, 8Hrs, 24Hrs)
Call Quality Severe	Diagnose cause within 1 hours, present plan to change management within 2 hours	3%	Diag. - (30Min, 1Hr, 2Hrs) Restore - (1Hr, 2Hrs, 4Hrs)
Call Routing Basic	Diagnose cause within 4 hours, present plan to change management within 8 hours	1%	Diag. - (2Hrs, 4Hrs, 24Hrs) Plan- (4Hrs, 8Hrs, 24Hrs)
Call Routing Severe	Diagnose cause within 1 hours, present plan to change management within 2 hours	3%	Diag. - (30Min, 1Hr, 2Hrs) Restore - (1Hr, 2Hrs, 4Hrs)
<b>Change Management</b>			
Basic Changes	Process bulk and normal change requested at capacities sited in Configuration Management	1%	Director - 1x interval VP - 2x interval
Urgent Changes	Process urgent change request at capacity and intervals cited in Configuration Management	3%	Director - 1x interval VP - 2x interval
<b>Security Management</b>			
Basic Events	Post all security events involving attempted attack that have minimal performance impact or failed attacks to portal within 10 minutes	3%	10 Min, 30 Min, 2 hrs
Urgent Incidents	Identify and engage customer in successful attacks or suspected events within 30 minutes of determination by analyst* Dependent upon availability of customer provided emergency contacts.	5%	30 Min, 1Hr, 4 hrs
<b>Wireless LAN Management</b>	Service Metric		Target Performance
Incident Management	High Incident		10 Minutes by your designated best method
	Medium Incident		One hour, by e-mail
	Low Incident		Three hours, by e-mail
Systems Maintenance	Keep systems to current release level		30 days after CenturyLink approval and coordination with you
	Apply urgent patch		48 hours subject to coordination with you
Change Management	Incident Response		10 minutes after your confirmation
	Urgent Change		1 hour after your confirmation
	Routine Change		8 hours after your confirmation
Portal Reporting	Intelligence – listing of widespread public threats or new vulnerabilities with potential impact to this service.		Within 24 hours of public disclosure
	Statistical reports of raw events impacting this service		Within 24 hours of the milestone (day, week)

**Note:** In the event of conflict between this Service Description and the SLA (or any other CenturyLink documentation, including marketing literature), the SLA prevails.

**3. CenturyLink Supplied (Bundled MIPC) Customer Premises Equipment Failure.** Customer's sole remedy for failure of the CenturyLink-Supplied CPE (equipment that is provided by CenturyLink for use by Customer solely in connection with the Managed IPC) will be repair or replacement of such CenturyLink-Supplied CPE. If repair or replacement of the CenturyLink-Supplied CPE is not

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reasonably practical, CenturyLink will notify Customer and Customer may terminate the Service upon 10 business days prior written notice to CenturyLink. In the event of a hardware failure, CenturyLink will supply a replacement system from existing inventory subject to reasonable availability. Inventory will be maintained consistent with vendor recommendations. If the failure occurs and is reported during business hours (9:00 AM to 5:30 PM Eastern Time Monday through Thursday, 9:00 AM to 4:30 PM Eastern Time Friday) CenturyLink 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, CenturyLink may require that the Site Contact provide assistance and physically access the firewall console and type in commands as instructed by a CenturyLink engineer. All instructions will be conducted in the English language.

**4. Customer Supplied CPE.** In the event that CenturyLink's customer supplies CPE as an actively managed component of the Managed IPC solution, CenturyLink will attempt to diagnose and restore as outlined in the Service Level Agreement above. However, should the customer-supplied CPE need replacement, CenturyLink will notify customer of its inability to repair and the need for the customer to coordinate replacement per their pre-existing CPE maintenance agreement (if any). In this scenario, SLA's for replacement and subsequent restoral of service will not apply. If customer supplied CPE requires pre-staging and on-site installation to restore service, this will be billed on a time and materials basis at current rates.

**5. Maintenance Windows.** CenturyLink will make every effort to perform maintenance during customer-defined maintenance windows. In the absence of customer-defined maintenance windows, Service Maintenance will be performed as set forth in the CenturyLink Internet Network SLA. In addition, CenturyLink requires that Customer provide to CenturyLink a three-hour maintenance window each month for CenturyLink to perform system upgrades including, but not limited to, loading new monitoring utilities and exchanging hardware. Any Performance Timeframe that is missed because of such system upgrades will not be eligible for SLA credits. System upgrades may occur outside of the three-hour maintenance window upon permission from Customer's designated Site Contacts. Should maintenance windows default to those identified in the CenturyLink Internet Network SLA, CenturyLink may change the maintenance window times upon posting to the website or other notice to Customer.

**6. Service Credit Exceptions; Maximum Credits.** Service credits will not be available in cases where the SLA is not met as a result of: (a) the negligence, acts, or omissions of Customer, its employees, contractors, agents, or its end users, including, without limitation, Customer sharing of administrative access with CenturyLink or failure to comply with the terms of the Service Exhibit; further, time elapsed due to non-responsiveness from customer will be deducted from trouble ticket timelines when used in the calculation of SLAs. (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by CenturyLink; (c) circumstances or causes beyond the control of CenturyLink, including instances of Force Majeure; or (d) scheduled service maintenance, alteration, or implementation. In the event that Customer is entitled to multiple credits under this SLA arising from the same event, such credits will not be cumulative and Customer will be entitled to receive only the highest maximum single credit available for such event (e.g. Customer will not be entitled to "double credits." Credits are calculated as the percentage of monthly fees for the device(s) affected by the missed objective ("Affected Service"). Credits may not exceed 100% of the monthly fees for the Affected Service. A credit will be applied only to the month in which the event giving rise to the credit occurred. Customer's remedies for any and all claims relating to the Service will be limited to those set forth in this SLA.

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