

**NETWORK-BASED SECURITY SERVICE
RETAIL SERVICE LEVEL AGREEMENT**

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

This service level agreement (“SLA”) applies to Network-Based Security Service (“Service” or “NBS”) ordered by customers pursuant to an agreement (“Agreement”) between a specific customer and Qwest Communications Company, LLC d/b/a CenturyLink QCC (“CenturyLink”). 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. GOALS.

1.1 System Availability. Customer will, subject to the terms, exclusions, and restrictions described in this SLA, be eligible to receive from CenturyLink a credit, as outlined in this SLA for an Affected Service. “Affected Service” means a Service instance that fails to meet the applicable Goal. System availability is measured by System Downtime in a calendar month. “System Downtime” exists when the CenturyLink NBS platform is unable to pass customer traffic as a part of performing its security functions. System Downtime is measured from the time a trouble ticket is opened by CenturyLink or Customer in the CenturyLink trouble management system to the time the CenturyLink NBS platform is able to pass customer traffic for the Affected Service. The system availability of a particular Service instance, expressed as a percentage, is calculated as Total Time minus the number of minutes of System Downtime in a calendar month divided by Total Time. “Total Time” is the number of minutes in a calendar month.

Goal	Availability	Remedy (Credit is applied as a % of the Affected Service MRC)
99.9%	97.6% - 99.8%	10%
	95.1% - 97.5%	25%
	95% or less	50%

1.2 Policy Changes. The following Goals apply to policy change requests available with the applicable NBS support level. Provided Customer has complied with its obligations in the Service Exhibit, CenturyLink will implement Customer’s policy change requests as follows.

Support Level	Goal	Remedy (Credit is applied as a % of the Affected Service MRC)
Basic	24 hours	10% for each missed Goal
Value	8 hours	
Prime	8 hours	
Prime - up to 2 urgent policy changes	2 hours	

Support Level	Goal	Remedy (Credit is applied as a % of the Affected Service MRC)
Standard	24 hours	10% for each missed Goal
Unlimited	8 hours	
Unlimited – up to 2 urgent policy changes	2 hours	

2. MAINTENANCE.

2.1 “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. CenturyLink may change the maintenance window times upon posting to the website or other notice to Customer. CenturyLink will undertake Normal Maintenance during the hours and upon the prior notice time period stated below. Normal Maintenance hours are Sunday, Tuesday, and Thursday mornings between the hours of 12:00 AM and 6:00 AM Local Time. “Local Time” means the local time in the time zone in which an Affected Service is located.

2.2 In addition to the scheduled Normal Maintenance hours, Customer will provide an additional three-hour maintenance window each month for CenturyLink to perform Normal Maintenance. System upgrades may occur outside of the Normal Maintenance hours and three-hour maintenance window upon permission from Customer’s designated Customer Administrator.

2.3 “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 not entitle Customer to service credits as set forth in this SLA. CenturyLink 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.

2.4 Outages related to Normal Maintenance and Urgent Maintenance will not be considered System Downtime.

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3. GENERAL.

3.1 Remedies. To be eligible for service credits, Customer must be in good standing with CenturyLink and current in its obligations. To receive service credits, Customer must contact the Customer Service Center at 1-800-860-1020 and submit the relevant trouble ticket information within 30 calendar days from the date when the relevant SLA Goal was not met. CenturyLink 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. The credits will apply to the MRCs of the Affected Service 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 Service. Cumulative credits in any one month must exceed \$25.00 to be processed. If Customer fails to notify CenturyLink 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.

3.2 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 equipment, applications or systems not owned or controlled by CenturyLink or its third party service; (c) Force Majeure Events; (d) Normal Maintenance; Urgent Maintenance or scheduled alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; or (f) CenturyLink'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) CenturyLink's termination of Service for Cause or Customer's use of Service in an unauthorized or unlawful manner; or (i) improper or inaccurate network specifications provided by Customer.

3.3 Customer Termination Rights. Customer may terminate the Affected Service without Cancellation Charges if, in any single calendar month: (a) System Downtime exists for at least 24 hours in the aggregate; or (b) System Downtime exists for a period of at least eight consecutive hours. Customer may only terminate the Affected Service by providing written notice to CenturyLink 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 CenturyLink. Customer is responsible for all Service charges until the termination date. If Customer fails to notify CenturyLink 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.