#### Notify Retail Service Level Agreement Not applicable to service offered under the CenturyLink Wholesale and Enhanced Services Agreements

This Service Level Agreement ("SLA") applies to Notify ("Service" or "Notify") ordered by CenturyLink's customer ("Customer") pursuant to a signed 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." Capitalized terms not defined in this SLA are defined in the Agreement. This SLA will not apply to Customer's use of any other services including, without limitation, dial tone systems, external reporting systems, third party applications, internet access and support services.

## Platform Availability Goals

CenturyLink's goal is to maintain 99.5% service Availability of the Notify network and application platform for voice, SMS and email notifications.

Notify Fax Service platform – The first outbound delivery attempt will be made within forty-five (45) minutes of receipt of the input file 90% of the time.

## Components Included

"Notify Network and Application Platforms" refer to the Notify web-based portal, hosted notification system and network components for delivering messages. CenturyLink's secure FTP site and hosted Notify API application and inbound SMS application are also included when applicable to Customer's solution.

## Platform Availability Measurement and Remedies

If Customer notifies CenturyLink in writing that the Platform Availability Goal above was not met within three months from the time such failure occurred, CenturyLink will credit Customer 10% of the monthly charges for the applicable modality for the month in which such failure occurred upon verification of such failure by CenturyLink.

"Availability" means the number, expressed as a percentage, equal to (a) one (1.00) minus (b) the quotient equal to (i) the number of minutes in any measurement period in which the Service network or application platform is not capable of processing messaging as determined by CenturyLink or its vendor (excluding any time resulting from Scheduled or Emergency Maintenance or Excluded Outages), divided by (ii) the total number of minutes in such measurement period. Unless this SLA provides otherwise, Availability will be measured on a monthly basis beginning at 12:00 a.m. Eastern U.S. time on the first day of the applicable calendar month, and ending at 11:59 p.m. in the same time zone on the last day of the same calendar month.

#### Service Credit Exceptions

Service credits will not be available to Customer in cases where the Service is unavailable as a result of (a) the acts or omissions of Customer, its employees, contractors or agents or its members, end-users, customers or any other third parties who utilize or access the Service; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or CenturyLink's Notify vendor; (c) circumstances or causes beyond the control of CenturyLink or CenturyLink's Notify vendor, including instances of a Force Majeure Event (d) planned outages caused by scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current information; or (f) failures related to third party applications, systems, network or equipment used in conjunction with the Service; (g) any failure of Customer to use the Service in accordance with the Notify product exhibit; (h) Service interruptions resulting from any virus or malicious code introduced into the Service network or platforms by persons other than CenturyLink or CenturyLink's Notify vendor personnel; (i) Service interruptions resulting from terrorism, vandalism, denial of service attacks, or the malicious acts of third parties intending to create network disruptions.

## **Termination Option**

A credit will be applied only to the month in which the event giving rise to the credit occurred. Notwithstanding the foregoing, if in any single calendar month, either: (a) Customer would be eligible to receive credits for a particular affected Service (but for the limitation set forth in this section) resulting from three or more events during such calendar month; (b) any number of events entitling Customer to credits under "Platform Availability Goal" above exists for an aggregate of 24 hours for a particular affected Service, then, Customer may terminate the affected Service for cause and without early termination charges by written notice to CenturyLink with a courtesy copy to the attention of the CenturyLink General Counsel within five business days following the end of such calendar month. Such termination will be effective 45 days after receipt of written notice by CenturyLink. The provisions of this SLA state Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service.

#### **Maintenance Window Definitions**

Maintenance is classified as one of the following two types:

# Scheduled Maintenance

"Scheduled Maintenance" means any outage resulting from maintenance performed by CenturyLink or CenturyLink's Notify vendor that occurs (a) during a regularly scheduled maintenance window or (b) during a time period for which CenturyLink has notified Customer that maintenance will occur, which includes emergency maintenance. The window for Scheduled Maintenance normally occurs during nonpeak traffic periods to minimize customer impact. Notification of Scheduled Maintenance will be sent to Customer at least two

#### **Notify Retail Service Level Agreement** Not applicable to service offered under the CenturyLink Wholesale and Enhanced Services Agreements

business days in advance, except in the case of emergency maintenance where notification will be sent in advance of the maintenance commencing.

<u>Urgent Maintenance</u> "Urgent Maintenance" will refer to efforts to correct the Notify platform conditions which are likely to cause a material Service outage and which require immediate correction. Urgent Maintenance, while being conducted, may degrade the quality of the Service provided, which may include an outage of the Service. An outage related to Urgent Maintenance will be deemed an outage for purposes of calculating Platform Downtime and Notify platform availability. CenturyLink may undertake Urgent Maintenance at a time CenturyLink deems necessary.