

**E-LINE
SERVICE LEVEL AGREEMENT**

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

This Service Level Agreement (“SLA”) applies to E-Line service (“Service” or “E-Line”) ordered by customers pursuant to an agreement (“Agreement”) between the specific customer (“Customer”) and Qwest Communications Company, LLC d/b/a CenturyLink QCC (“CenturyLink”). In no case will CenturyLink be required to provide duplicate reimbursement or payment to Customer for any Service quality failure incident. Capitalized terms not defined in this SLA are defined in the Agreement.

Circuit Availability

Customer will, subject to the terms, exclusions, and restrictions described herein, be eligible to receive from CenturyLink a credit, as outlined in the Outage Credits section of this SLA, if the availability (Circuit Availability) of a circuit for any calendar month falls below the percentage shown in the relevant credit schedule included in this section (“Outage Credit”). The credit schedule provides availability objectives and related remedies.

Circuit Availability objectives and related remedies are provided for local access or tail circuits used in connection with the service only if these are on CenturyLink-owned network facilities.

The service will for purposes of this SLA be deemed to be unavailable to Customer only if the service on a particular circuit (“Affected Service”) is subject to an interruption (other than noted herein) that results in the total disruption of the service (“Outage”).

The credit to which Customer may be eligible under this section will be equal to the applicable percentage of Customer’s monthly recurring charges (“MRC”) for the Affected Service after application of any credits or discounts (“Eligible Service Charges”). The credit will not include credits on any other MRCs charged to Customer for any other service.

Circuit Availability is the measure of Service, expressed in percentage, calculated as:

$$\frac{(\text{Total Time}) - (\text{Outage Time})}{\text{Total Time}}$$

“Total Time” is the number of seconds in a calendar month. “Outage Time” is the time in seconds the service has had an “Outage.”

For protected Service, Outage Time includes only the amount of time in seconds that both service paths experience concurrent Outage Time. If at any given time any one of the two paths is available it will not be deemed Outage Time.

1. Outage Credits.

1.1 Long Haul (Inter-City) E-Line.

1.1.A Unprotected Single Path Service. Service is delivered on CenturyLink-owned network facilities using a single path providing two fiber hand-offs to the Customer at CenturyLink-designated hand-off points.

Credit Schedule for E-Line Long Haul Unprotected Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Lower Level	
100%	99.9%	0%
< 99.9%	99.7%	5%
< 99.7%	99.2%	10%
< 99.2%	98.5%	25%
< 98.5%	0%	50%

1.1.B Protected Service (POP to POP). Service is delivered on CenturyLink-owned network facilities using two diversely routed paths and providing two fiber hand-offs to the Customer at CenturyLink-designated hand-off points.

Credit Schedule for E-Line Long Haul Protected Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Level	
100%	99.999%	0%
<99.999%	99.99%	5%
<99.99%	99.90%	10%
<99.90%	99.50%	25%
<99.50%	0%	50%

1.2 Metro Circuits. Unprotected Single Path. Service is delivered on CenturyLink-owned network facilities using a single path providing two fiber hand-offs to the Customer at CenturyLink-designated hand-off points.

Credit Schedule for E-Line Metro Unprotected Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Lower Level	
100%	99.9%	0%
< 99.9%	99.7%	5%
< 99.7%	99.2%	10%
< 99.2%	98.5%	25%
< 98.5%	0%	50%

1.3 The Outage Credit will apply to the monthly recurring charges for the section of the Service affected by an Outage (“Eligible Monthly Recurring Charge of Affected Services”); provided, however, that if any portion of the affected Service remains beneficially used or useable by Customer between any intermediate terminals (where Customer has installed drop and insert capability) or end terminals, the Outage Credit will not apply to that pro-rata portion of the mileage. The length of each Outage will be calculated in seconds. An Outage will be deemed to have commenced upon verifiable notification of the Outage by Customer to CenturyLink, or, when indicated by network control information actually known to CenturyLink network personnel, whichever is earlier. Each Outage will be deemed to terminate upon restoration of the affected Service as evidenced by appropriate network tests by CenturyLink. CenturyLink’s trouble ticketing system will be the governing source of data for calculating Outage Credits. CenturyLink will give notice to Customer of any scheduled outage as early as is practicable, and a scheduled outage will under no circumstances be viewed as an Outage hereunder.

1.4 Outage Credits will not be granted if the malfunction of any Service is due to:

- (a)** Interruptions or times of service degradation during any period in which CenturyLink or its agents are not afforded access to the premises where the access lines associated with Customer’s Service are terminated, provided such access is reasonably necessary to prevent a degradation or to restore service;
- (b)** Interruptions or times of service degradation during any period when CenturyLink has posted on the CenturyLink web site or communicated to Customer in any other manner that Customer’s Service will be unavailable for maintenance or rearrangement purposes, or Customer has released the service to CenturyLink for the installation of a Customer Service order;
- (c)** Interruptions or times of service degradation during any period when Customer elects not to release the Service(s) for testing and/or repair and continues to use it on an impaired basis;
- (d)** Interruptions or times of service degradation resulting from Force Majeure Events;
- (e)** Interruptions or times of service degradation resulting from Customer’s use of the Service in an unauthorized or unlawful manner;
- (f)** Interruptions or times of service degradation resulting from a CenturyLink disconnect for Customer’s breach of a term set forth in the Agreement;
- (g)** Interruptions or times of service degradation resulting from incorrect, incomplete, or inaccurate orders from Customer;
- (h)** Interruptions or times of service degradation due to improper or inaccurate network specifications provided by Customer;
- (i)** Interruptions or times of service degradation resulting from an outage or other defect occurring in Customer’s Interconnection Facilities; or
- (j)** Special configurations of the standard Service that have been mutually agreed to by CenturyLink and Customer; provided, however, CenturyLink may provide a separate service level agreement to Customer for those special configurations.

1.5 To be eligible for Outage Credits under this SLA, Customer must submit necessary supporting documentation and request the Outage Credit within 30 days of the conclusion of the service month in which the Outage arose. All approved Outage Credits will be credited on the next monthly invoice for the affected Service after receipt of Customer’s request for credit and CenturyLink’s approval of the Outage Credit. The total of all Outage Credits applicable to or accruing in any given month will not exceed the amount payable by Customer to CenturyLink for that same month for such Service.

1.6 “Chronic Outage” for purposes of this SLA, means that over a 30 consecutive day period, Service experiences: (a) more than five outages related to the same issue; or (b) more than 48 aggregate hours of outages. If Customer experiences Chronic Outages with respect to the Service, Customer will be eligible to terminate the affected Service without further obligation by providing CenturyLink with written notice following such Chronic Outages (a “Chronic Circuit Cancellation”). Customer must exercise any termination right available to it under this section within 30 days after Customer first becomes eligible to exercise the applicable termination right. If Customer fails to comply with the condition set forth in the preceding sentence, Customer will, with respect to the applicable termination right, have waived its right to terminate.

1.7 The Outage Credit and Chronic Circuit Cancellation described in this section will be the sole and exclusive remedy of Customer in the event of any Outage or Chronic Outages, and under no circumstance will either be deemed a default under the Agreement.

2. Performance Objectives

The following assumptions apply to the derived data:

- Mean Time To Repair (MTTR) for electronic equipment: 4 hours
- MTTR for fiber optical cable: 8 hours (Bellcore Standard)

3. Acceptance Criteria.

Packet loss to be less than 0.1% measured during a 24-hour test period utilizing a 1518 byte-sized packet for testing purposes.