

## BUSINESS BUNDLES RETAIL SERVICE LEVEL AGREEMENT

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

This SLA applies to Fiber+ and Fiber+ Enterprise Packages (“Services”) ordered by CenturyLink’s customer (“Customer”) pursuant to a signed agreement (“Agreement”) with Qwest Communications Company, LLC, d/b/a CenturyLink QCC (“CenturyLink”) executed on 8/15/16 or later. This SLA is effective as of the first day of the second month after initial installation of Services. Capitalized terms not defined in this SLA are defined in the Agreement. In Region Local Access is defined as Local Access Circuits provided solely on CenturyLink owned and operated facilities.

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 MRC Eligible for SLA Credit. MRCs for which a credit will apply are:

**1.1** Fiber + Internet Bundles and Fiber + Enterprise Data bundles: (a) the Package MRC which includes the IQ Networking Port MRC and CenturyLink In Region Local Access MRC or (b) if the quote, Attachment, or Summary Page does not present a package MRC, the sum of the IQ Networking Port MRC and CenturyLink In Region Local Access MRC.

**1.2** Fiber + Internet and IA, Fiber + Enterprise IA, and Fiber + Enterprise SIP with IAD Packages: (a) the sum of the Package MRC, which includes the IQ Networking Port MRC and CenturyLink In Region Local Access MRC and VoIP service MRC, plus any additional VoIP lines or sessions MRCs or (b) if the quote, Attachment, or summary page does not present a package MRC, the sum of the IQ Networking Port MRC, CenturyLink In Region Local Access MRC, VoIP service MRC, and any additional VoIP lines or sessions MRCs.

### 2. SLA Goals.

**2.1 Network Availability.** The measurements and remedies described in this section apply when customer experiences: (i) a network outage or (ii) a network and voice outage. If customer experiences a network and voice outage, Customer’s remedies are limited to the measurements and calculations in this section subject to the restrictions below. Customer is not eligible for an additional credit under Section 2.2 below.

**(a)** The measurements and remedies described in this section apply when customer experiences: (i) a network outage or (ii) a network and voice outage. If customer experiences a network and voice outage, Customer’s remedies are limited to the measurements and calculations in this section subject to the restrictions below. Customer is not eligible for an additional credit under Section 2.2 below.

**(b)** Network Availability is based on “Network Downtime” which exists when a Customer is unable to transmit and receive any data including inbound and outbound voice calls. Such failure is recorded in the Centurylink IP Network trouble ticket system. Network Downtime is measured from the time the trouble ticket is opened in the Centurylink trouble management system to the time the Service is again able to transmit and receive data.

**(c)** Availability percentage is calculated as follows:

$$\frac{(\text{Applicable Days in the Calendar Month} \times 24 \times 60) - (\text{Minutes of Outage on Service in Calendar})}{(\text{Applicable Days in Calendar Month} \times 24 \times 60)} \times 100$$

**(d)** Each time Network Availability is less than the Centurylink 99.95% availability goal, Customer qualifies for a credit as shown in the table below.

<b>Network Availability Goal</b>	<b>Downtime</b> (See Restrictions and Exclusions section)	<b>Amount of Monthly Bill Credit</b>
99.95%	22 to 30 minutes	1 day’s credit prorated from the MRC
	31 to 60 minutes	2 days’ credit prorated from the MRC
	61 to 120 minutes	4 days’ credit prorated from the MRC
	121 to 240 minutes	6 days’ credit prorated from the MRC
	Over 241 minutes	10 days’ credit prorated from the MRC

**2.2 Voice Availability.** If customer experiences a voice only outage, Customer’s remedies are limited to the measurements and calculations of this section subject to the restrictions listed below. Customer is not eligible for an additional credit under Section 2.1 above. Voice availability is based on “Voice Platform Downtime” which exists when a Customer is unable to transmit inbound and/or outbound voice calls. Such failure is recorded in the Centurylink IP Network trouble ticket system. Voice Platform Downtime is measured from the time a master trouble ticket is opened in the Centurylink trouble management system to the time the Service is able to transmit inbound and outbound voice calls. In order to qualify for credits, the outage must be deemed a “Major Service Outage,” which is defined as a service outage network condition causing major service disruption to the customer base relative to a network segment for which a master trouble ticket is opened, and which impacts more than one customer. Subject to the foregoing limitation, each time Voice Availability is less than the Centurylink 99.95% availability goal, Customer qualifies for a percentage credit as shown in the following table.

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<b>Voice Availability Goal</b>	<b>Downtime</b> (See Restrictions and Exclusions section)	<b>Amount of Monthly Bill Credit</b>
99.95%	22 to 30 minutes	1 day's credit prorated from the MRC
	31 to 60 minutes	2 days' credit prorated from the MRC
	61 to 120 minutes	4 days' credit prorated from the MRC
	121 to 240 minutes	6 days' credit prorated from the MRC
	Over 241 minutes	10 days' credit prorated from the MRC

**3. Maintenance.**

**3.1 Network Normal Maintenance.** "Normal Maintenance" means upgrades of hardware or software or upgrade to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible outage. "Local Time" means the local time in the time zone in which an Affected Service is located. 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.

<b>Region</b>	<b>Normal Maintenance Hours</b>	<b>Prior Notice</b>
Intra U.S. Hawaii Alaska	Sunday, Tuesday, and Thursday mornings between the hours of 12:00 AM and 6:00 AM Local Time	10 business days

**3.2 Network Urgent Maintenance.** "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 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.

**4. Terms and Conditions.** To be eligible for an SLA credit, the customer must be in good standing with Centurylink and current in their 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 maximum service credits issued in any one calendar month will not exceed ten days' charges pro-rated from the Package MRC. 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.

**5. Restrictions and Exclusions.** 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 any of the following. Such an event is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the event.

- 5.1** Interruptions on a Circuit that is not "Accepted Circuit" where an Accepted Circuit is one that Centurylink and Customer have tested and mutually agree is working as ordered following provisioning of an order or change order;
- 5.2** Interruptions caused by negligence, acts errors or omissions of Customer, its employees, contractors or agents or its end users or other authorized by Customer to use or modify Customer's service;
- 5.3** Interruptions due to failure or power at Customer premises or the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its International Service Providers;
- 5.4** Interruptions during any period when Centurylink or its agents are not afforded access to the premises, provided such access is reasonably necessary to prevent degradation or to restore service;
- 5.5** Unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information;
- 5.6** CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service;
- 5.7** Scheduled service maintenance, alteration or implementation
- 5.8** Interruptions during any period when Customer elects not to release the Circuit for testing and/or repair and continues to use it on an impaired basis;
- 5.9** Interruptions resulting from force majeure events beyond the reasonable control of Centurylink including, but not limited to, acts of God, government regulation, labor strikes, national emergency or war (declared or undeclared);
- 5.10** Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner;
- 5.11** Interruptions resulting from a Centurylink disconnect for Customer's breach of term set forth in the Agreement pursuant to which Centurylink is providing the Service to the Customer.
- 5.12** Interruptions resulting from incorrect, incomplete or inaccurate orders from Customer;
- 5.13** Interruptions due to improper or inaccurate network specifications provided by the Customer; or
- 5.14** Interruptions resulting from a failure of a carrier other than Centurylink providing local access Circuits