

**CENTURYLINK HYBRID SD-WAN BUNDLES
RETAIL SERVICE LEVEL AGREEMENT**

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

This SLA applies to CenturyLink Hybrid SD-WAN Bundles ordered by CenturyLink's customer ("Customer") pursuant to an 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 in this SLA are defined in the Agreement. The SLA is effective as of the first day of the second month after initial Service activation and continues through the Service Term because SLA measurement begins after Service activation. 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. Definitions

Affected Service. Affected Service is the particular CenturyLink Hybrid SD-WAN Bundle Package at a particular site that fails to meet the applicable SLS or SLO.

CenturyLink IQ Networking Ports. CenturyLink IQ Networking Ports are Private Ports for the purposes of this SLA.

CenturyLink Provided Access. CenturyLink Provided Access means local backbone access circuits in the continental U.S. (a) ordered and leased by CenturyLink from another carrier on Customer's behalf. This includes Ethernet Local Access, as defined in the Local Access Service Exhibit.

Chronic Outage. A Chronic Outage is deemed to have occurred if Network Downtime exists for at least 24 hours in the aggregate over any single calendar month for the Silver and Gold Packages; or if Network Downtime exists for both transport options (CenturyLink IQ Networking and Delta Port Internet Connection) under the Silver and Gold Packages for a period of at least six consecutive hours.

Cut-off Time. Cut-off Time is the time CPE replacement must be identified to be eligible for next business day replacement. 8x5 next business day replacement must be identified by 2 p.m. MT during regular business hours (Monday-Friday, excluding holidays).

Delta Port Internet Connection. Delta Port Internet Connection means local Internet broadband in the domestic U.S. provided by CenturyLink and provisioned by a third-party broadband carrier.

Jitter. Jitter is a measurement of the interpacket delay variance and packet loss in the CenturyLink IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic.

Latency. Latency is the average network transit delay measured via roundtrip pings on an ongoing basis.

Local Time. Local Time means the local time in the time zone in which an Affected Service is located.

MTTR. Mean Time to Repair ("MTTR") is measured by calculating the average time for CenturyLink to repair or restore Service within a given Calendar Month after a qualified trouble ticket has been submitted. A qualified trouble ticket opened by Customer must provide adequate information for CenturyLink to begin the troubleshooting process. If the trouble ticket does not provide adequate information for CenturyLink to begin troubleshooting, CenturyLink will attempt to contact the primary Customer contact to obtain the necessary information to begin troubleshooting. MTTR calculation is listed below.

NBD. NBD means Next Business Day.

Network Availability. Network Availability of the Service is measured by "Network Downtime," which exists when a particular Service is unable to transmit and/or receive Service.

Network Downtime. Network Downtime of the Service is measured from the time a trouble ticket is opened by either CenturyLink or Customer in the CenturyLink trouble management system to the time the Affected Service is again able to transmit and receive Service

Normal Maintenance. Normal Maintenance means upgrades of hardware or software or upgrades to increase capacity of CenturyLink IQ Networking or SD-WAN software capability

Outage. An Outage of the Service begins from Customer verifiable notification to the CenturyLink trouble management system, and CenturyLink's issuance of a trouble ticket. An Outage will conclude upon the restoration of the Service as evidenced by the appropriate network tests conducted by CenturyLink.

Packet Delivery. Packet Delivery is a measurement for packets actually delivered between POPs.

Point of Contact (POC). A person, group of people, or help desk provided to CenturyLink by Customer to serve as the central point of contact for all information exchanged with CenturyLink necessary to troubleshoot or facilitate the Service.

Point of Presence (POP). POP means a CenturyLink point of presence location, as determined by CenturyLink, that represents the provider edge of the CenturyLink IP network.

SD-WAN CPE. SD-WAN CPE is the CenturyLink provided appliance included with the CenturyLink Hybrid SD-WAN Bundles upon which SD-WAN software has been configured.

Service. Service includes the applicable components of CenturyLink Hybrid SD-WAN Bundles.

Service Level Standard (SLS). Service Level Standard is a contractual Service commitment that CenturyLink provides the Customer and has an associated monetary credit if unmet.

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Service Level Objective (SLO). Service Level Objective is a goal or target indicating a best-effort time to rectify a Service disruption within a specific time frame. SLOs do not have associated monetary credits if unmet.

Urgent Maintenance. Urgent Maintenance means efforts to correct network conditions that are likely to cause a material Service Outage and that require immediate action.

1.2 Regions.

Domestic Regions	SLA Components:
Intra U.S.	The CenturyLink IP network within the 48 contiguous U.S. states
Hawaii to U.S. West Coast ("Hawaii")	CenturyLink Trans-Hawaii IP network to the continental U.S. CenturyLink IP network in the Los Angeles Metro Area
Alaska to U.S. Pacific Northwest ("Alaska")	CenturyLink Trans-Alaska IP network to the continental U.S. CenturyLink IP network in the Seattle Metro Area

2. Service Components. Each SLS or SLO applies only to the CenturyLink Hybrid SD-WAN Bundle package types specifically set forth in the corresponding Section below. Each SLS or SLO includes only those components of the bundles specifically defined in Section 3 below.

3. SLS Measurements and Remedies.

3.1 Domestic Network and Port-Related SLSs. The following domestic service level SLSs apply to Private Ports, ("CenturyLink IQ Networking Ports") purchased from CenturyLink pursuant to an agreement. SLSs for CenturyLink IQ Networking Ports only apply to the portion of traffic that is within the contracted bandwidth and will not apply to the CenturyLink IQ Networking Port bandwidth usage that exceeds the contracted bandwidth. The SLSs associated with Latency, Packet Delivery, and Jitter are measured using monthly averages from CenturyLink IP network and apply in the listed regions after the ports have been accepted for use and only on the CenturyLink IQ Networking portion of the service for the CenturyLink Hybrid SD-WAN Silver and Gold Packages.

(a) Network Availability. Network Availability applies to the Hybrid SD-WAN Silver and Gold Packages only. Network Availability is measured by Network Downtime. If Customer is unable to use Service on a Hybrid SD-WAN Gold Package due to a failure in both of the CenturyLink SD-WAN CPE, Customer will be eligible for the SLS and remedy until replacement SD-WAN CPE reaches the Affected Service site. If Customer is unable to use Service on a CenturyLink Hybrid SD-WAN Gold Package due to a failure of both of their SD-WAN CPE, the Hardware Replacement SLR will not apply. If the issue is isolated to one SD-WAN CPE on a Gold or Silver Package, Customer will only be eligible for Hardware Replacement SLS.

Region	SLS	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S. Hawaii Alaska	100%	Silver & Gold Packages: Each cumulative hour of Network Downtime qualifies Customer for a credit of two day's charges pro-rated from the MRC if both transport (CenturyLink IQ Networking and Delta Port Internet Connection) paths are unable to transmit and receive data. Gold Package: Each cumulative hour of Network Downtime qualifies Customer for a credit of two day's charges pro-rated from the MRC due to failure of both CenturyLink provided SD-WAN CPE.

(b) Latency. Latency applies to the IQ Networking portion of the Hybrid SD-WAN Silver or Gold Packages only. The average network transit delay ("Latency") will be measured via roundtrip pings on an ongoing basis every five minutes to determine a consistent average monthly performance level for Latency at all the POPs within the region. Latency is calculated as follows:

$$\frac{\sum (\text{Roundtrip Delay for POP-POP trunks})}{\text{Total Number of POP-POP trunks}} = \text{Latency}$$

Region	SLS	Remedy (Credit is applied as a % of the MRC for the Affected Service)*		
North America				
Intra U.S.	42 ms	43 – 60 ms = 10%	61 – 80 ms = 25%	Greater than 80 ms = 50%
Hawaii Alaska	75 ms	76 – 95 ms = 10%	96 - 120 ms = 25%	Greater than 120 ms = 50%

*subject to requirements and limitations in Section 5

(c) Packet Delivery. Packet Delivery applies to the IQ Networking portion of the Hybrid SD-WAN Silver or Gold Packages only. Packet Delivery will be measured on an ongoing basis every five minutes to determine a consistent average monthly performance level for packets actually delivered between the POPs.

Region	SLS	Remedy (Credit is applied as a % of the MRC for the Affected Service)*		
Intra U.S. Hawaii Alaska	99.90%	99.01 % - 99.89% = 10%	90% - 99% = 25%	Less than 90% = 50%

*subject to requirements and limitations in Section 5

(d) Jitter. Jitter applies to the IQ Networking portion of the CenturyLink Hybrid SD-WAN Silver or Gold Packages only. Jitter is a measurement of the interpacket delay variance and packet loss in the CenturyLink IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic. This SLS does not apply if the Internet Port is used in conjunction with DDoS Mitigation Service.

Region	SLS	Remedy (Credit is applied as a % of the MRC for the Affected Service)*		
Intra U.S.	2 ms	2.1 – 3 ms = 10%	3.1 – 4 ms = 25%	Greater than 4 ms = 50%
Hawaii Alaska	4 ms	4.1 – 5 ms = 10%	5.1 – 6 ms = 25%	Greater than 6 ms = 50%

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3.2 Hardware Replacement SLS. Hardware replacement applies to the CenturyLink-provided SD-WAN CPE. The Hardware Replacement SLS applies to all CenturyLink Hybrid SD-WAN package types. In the event that the service-impacting issue is isolated to the SD-WAN CPE, CenturyLink will drop-ship replacement hardware to the Affected Service site 8x5 NBD. 8x5 NBD replacement must be identified by the Cut-off Time to be eligible for next business day replacement. In the event the Cut-off Time is missed, the device will be replaced by the next full business day. Hardware Replacement will be measured from CenturyLink trouble ticket notation to time replacement hardware is delivered by shipper confirmation.

Region	SLS	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S. Hawaii Alaska	8x5 NBD Replacement	Each cumulative day qualifies Customer for a credit of one day's charges pro-rated from the MRC.

*subject to requirements and limitations in Section 5

3.3 Installation SLS. The Installation SLS measures the installation times for: (a) applicable Delta Port Internet Connection and (b) CenturyLink Provided Access ordered in conjunction with CenturyLink IQ Networking Ports. The Installation SLS applies to all CenturyLink Hybrid SD-WAN Bundle package types. The Installation SLS only applies if there are existing Delta Port Internet Connection or CenturyLink facilities, as applicable, in the location that supports the Affected Service. Installation is measured from the date CenturyLink Engineering accepts the CenturyLink Provided Access order or the Delta Port Internet Connection Order, as applicable. If Customer has a designated Key Port, the applicable Installation SLS shown below will apply to that Key Port (often referred to as a hub location), and the installation of related non-Key Ports will occur the later of: (i) within 10 business days after that Key Port's Start of Service Date; or (ii) within the normal Installation Goal for that Port, as measured from the date CenturyLink Engineering accepts the order. If no Key Port is designated, CenturyLink will follow normal installation intervals without special sequencing. To be eligible for the Installation SLS, Customer's locations must be pre-qualified by CenturyLink with the applicable third-party vendors. The Installation SLS does not apply for sites that are not pre-qualified or qualified and require additional construction for installation.

Region	SLS	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	Bronze Package (Delta Port Internet Connection Only)	Each failure to meet the SLS qualifies Customer for a credit of one day's charges pro-rated from the MRC for each day beyond the applicable SLS until the Delta Port Internet Connection or CenturyLink Provided Access, as applicable, is installed, for a maximum of 15 days' charges.
	Silver or Gold Packages CPLA and Delta Port Internet Connection	

*subject to requirements and limitations in Section 5

4. SLO Measurements. The following establish nonbinding objectives for the provision of certain features of the Service. CenturyLink reserves the right to modify these SLOs with 30 days' prior written notice.

4.1. Maintenance.

(a) Network Normal Maintenance. "Normal Maintenance" means upgrades of hardware or software or upgrades to increase capacity of CenturyLink IQ Networking or SD-WAN software capability. 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.

Region	Normal Maintenance Hours	Prior Notice
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

(b) 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.

4.2. Policy Change Request SLO. CenturyLink will acknowledge receipt of Customer's policy change request within two business hours of receipt by CenturyLink if placed during regular business hours (Monday-Friday, excluding holidays). This SLO applies to all CenturyLink Hybrid SD-WAN Bundle package types. This SLO is only available for policy change requests submitted by the POC in accordance with the provided procedures.

4.3. Service Request Implementation SLO. CenturyLink will provision service requests for non-billable changes, such as a configuration change, related to the SD-WAN component within the execution times set forth below. This SLO applies to the SD-WAN component of all

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CenturyLink Hybrid SD-WAN Bundle package types. CenturyLink will satisfy 95% of Customer's monthly service requests within the execution times set forth below.

Table: MACD for Network devices

Standard MACD –Hybrid SD-WAN Bundle Package	Execution Time
Bronze	2 Business Days
Silver	1 Business Day
Gold	1 Business Day

The target execution time assumes requests are placed during regular business hours (Monday-Friday, excluding holidays).

4.4 Reporting. The Reporting SLO is measured from the time a Network Downtime trouble ticket is opened to the time CenturyLink reports the Network Downtime to Customer by the agreed upon notification method.

Region	SLO
Intra U.S. Hawaii Alaska	10 minutes

4.5. MTTR. The MTTR SLO, as defined in Section 1 above, applies to all CenturyLink Hybrid SD-WAN Bundle package types.

Severity Levels	Description	SLO
High	Service not available	Less than 4 hours for On-Net** or 8 hours for Off-Net**
Medium	Service degraded performance or functionality	Less than 12 hours for On-Net** or 24 hours for Off-Net**
Low	Intermittent Issues	Less than 24 hours for On-Net** or 48 hours for Off-Net**

* subject to requirements and limitations in Section 6.

** On-net means local access network owned and operated by CenturyLink and Off-Net means a local access network not owned and operated by CenturyLink.

5. General

5.1 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 SLS 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 including but not limited to CenturyLink Provided Access. The maximum service credits for CenturyLink Hybrid SD-WAN Bundle Service issued in any one calendar month will not exceed: (a) for SLSs related to Network Availability and Installation, seven days' charges pro-rated from the MRC of the Affected Service; or (b) for SLSs not listed in (a), 50% of the MRC(s) of the Affected Service less any credits calculated under (a). In no event will the total credit, in the aggregate for all credits issued in one month for CenturyLink Hybrid SD-WAN Bundle Service exceed the equivalent of 50% of the relevant MRC(s) for 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 SLS credits, Customer will have waived its right to such SLS credits for that month. CenturyLink Hybrid SD-WAN Bundle SLSs cannot be combined with any other SLSs that may be related to any of the individual underlying components of the overall bundle.

5.2 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, managed, or controlled by CenturyLink; (c) Force Majeure Events; (d) Normal Maintenance, 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) Customer's failure to comply with all manufacturer environmental requirements; (i) CenturyLink's termination of Service for Cause or Customer's use of Service in an unauthorized or unlawful manner; or (j) improper or inaccurate network specifications provided by Customer. Customer must use all components of the CenturyLink Hybrid SD-WAN Bundle Packages in order to be eligible for the SLAs and SLOs described herein.

5.3 Customer Termination Rights. Customer may terminate the Affected Service without Cancellation Charges if Customer experiences a Chronic Outage in any single calendar month. 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.