

**MANAGED ENTERPRISE
SERVICE LEVEL AGREEMENT**

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

This Service Level Agreement ("SLA") applies to Managed Enterprise service ("Service") ordered by customers pursuant to an agreement ("Agreement") between the specific customer ("Customer") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("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. Service Credits. Upon Customer's written request to CenturyLink, made within five business days of the last day of the month in which the relevant SLA was not met, Customer will be entitled to the service credits as set forth below. Service credits apply exclusively to the failure of CenturyLink to meet an SLA goal for one or more managed devices that experienced an outage resulting directly from the managed devices. Service credits will not be awarded when a managed device failure occurs as a result of a failure to systems or devices which are not being managed by CenturyLink with the Service. Credits are calculated as the percentage of MRCs for the managed devices that have failed ("Affected Service"). The Diagnose Reported Failure SLA goal applies to CenturyLink provided CPE and to Customer provided CPE. The CenturyLink Service Restoration SLA goal only applies to CenturyLink provided CPE. The time periods in the SLA goals are measured from the time a verifiable notification of the failure by Customer to CenturyLink, or when indicated by the Service monitoring tools, whichever is earlier, until a task to be completed under an SLA goal is completed by CenturyLink. CenturyLink's trouble ticketing system will be the governing source of data for calculating SLA credits.

Area	Event Management	Service Credits
Phones	DIAGNOSE REPORTED FAILURE Critical – 2 hours / Major – 4 hours / Minor – 24 hours CENTURYLINK SERVICE RESTORATION. Critical – 12 hours / Major – 24 hours / Minor – 48 hours	1% of MRCs of Affected Services
Call Servers/Gateways	DIAGNOSE REPORTED FAILURE. Critical – 1 hours / Major – 2 hours / Minor – 4 hours CENTURYLINK SERVICE RESTORATION. Critical – 12 hours / Major – 24 hours / Minor – 48 hours	1% of MRCs of Affected Services
Voice Mail and Call Center plus other applications	DIAGNOSE REPORTED FAILURE. Critical – 1 hours / Major – 2 hours / Minor – 4 hours CENTURYLINK SERVICE RESTORATION. Critical – 12 hours / Major – 24 hours / Minor – 48 hours	1% of MRCs of Affected Services
Routing & Switching	DIAGNOSE REPORTED FAILURE. Critical – 1 hours / Major – 2 hours / Minor – 4 hours CENTURYLINK SERVICE RESTORATION. Critical – 24 hours / Major – 36 hours / Minor – 48 hours	1% of MRCs of Affected Services
Wireless Access Points	DIAGNOSE REPORTED FAILURE. Critical – 1 hours / Major – 2 hours / Minor – 4 hours CENTURYLINK SERVICE RESTORATION. Critical – 12 hours / Major – 24 hours / Minor – 48 hours	1% of MRCs of Affected Services
Managed Firewall	DIAGNOSE REPORTED FAILURE. Critical – 1 hours / Major – 2 hours / Minor – 4 hours CENTURYLINK SERVICE RESTORATION Critical – 12 hours / Major – 24 hours / Minor – 48 hours	1% of MRCs of Affected Services

2. Definitions.

“Critical” - Produces an emergency situation in which one or more managed devices becomes inoperable, produces incorrect results, or fails catastrophically. Examples of critical events may include but are not limited to complete loss of call processing capability, systems resets for no apparent reason, greater than 50% of trunks or stations are out of service, call center applications are impacted and unable to receive calls, managed portions of the Customer network is down causing critical impact to business operations if service is not restored quickly.

“Diagnose” means the process of identification and classification used to determine the nature and/or cause of an alarm or event which have been received through automated systems or reported directly by Customer.

“Final Resolution” means the final state for any reported event where the managed devices reporting the event has been returned to fully-operational status and has been determined to be operating within expected limits. Any Workaround fixes have been removed and the CenturyLink NOC begins the process for closing associated tracking tickets.

“Major” - Produces a serious situation in which one or more managed devices becomes inoperable, produces incorrect results, or a mainline function of the network is inoperative. Examples of major events may include but are not limited to greater than 10% of trunks or stations are out of service, other major alarm as defined by the CenturyLink Technical Assistance Center (“TAC”) and causing a major impact on Customer's business operations.

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“Minor” - Produces a non-critical situation in which a condition exists with one or more contracted devices and warns of a condition which does not jeopardize service and does not require immediate corrective action. Examples of minor events may include but are not limited to minor alarm lamps lit, software configuration errors and audible alarms.

“Service Restoration” means the act of returning failed managed devices to a usable state. Managed device restoration does not always refer to the final fix action and may include interim solutions such as Workarounds or other temporary solutions. A temporary solution can remain in use until a Final Resolution for the request can be determined and implemented.

“Workaround” means a solution that provides a temporary and suitable fix of a reported issue until a Final Resolution, patch or hardware replacement can be delivered.

3. CenturyLink Provided CPE Failure. Customer's sole remedy for failure of the CenturyLink provided CPE (CPE that is provided by CenturyLink for use by Customer solely in connection with the Service) will be repair or replacement of such CenturyLink provided CPE. If repair or replacement of the CenturyLink provided CPE is not reasonably practical, CenturyLink will notify Customer and Customer may terminate the Service upon 10 business days prior written notice to CenturyLink. Inventory will be maintained consistent with vendor recommendations. If the failure occurs and is reported during business hours (9:00 AM to 4:30 PM Eastern Time Monday through Friday), CenturyLink will replace the failed system by the end of the next business day for domestic locations. If the failure occurs after-hours, the replacement CPE will be shipped within two business days. From time to time, CenturyLink may require that the Customer site contact provide assistance and physically access the firewall console and type in commands as instructed by a CenturyLink engineer. All instructions will be conducted in the English language.

4. Customer Provided CPE Failure. In the event that Customer provided CPE as an actively managed component of the Service solution fails, CenturyLink will attempt to diagnose and restore managed devices. However, should Customer provided CPE need replacement, CenturyLink will notify Customer of its inability to restore that managed device and the need for Customer to coordinate replacement per Customer's pre-existing CPE maintenance agreement at Customer's expense. Customer is not entitled to any SLA credits for Customer provided CPE under the CenturyLink Service Restoration SLA goal.

5. Configuration Management Objectives. The objectives set forth in this section are objectives only and do not have associated SLA credits. The configuration and management objectives below are specific to remote administration and assume CenturyLink resources are not used for onsite changes.

Area	General Service Requests / Configuration Management
Normal Soft MACD Requests	Soft MACDs completed within 48 hours <ul style="list-style-type: none"> • Dependent upon Customer availability for hardware placement. • Base on immediate availability of set hardware where applicable.
Emergency Soft MACD Requests	Emergency Soft MACD (Hard Limit set per Customer contract) Emergency change request for up to 5 phones completed within 2 hours. Emergency Phone Add request for up to 5 phones completed within 8 hours. <ul style="list-style-type: none"> • Dependent upon Customer availability for hardware placement. • Base on immediate availability of set hardware where applicable.

6. Maintenance Windows. CenturyLink will perform maintenance during Customer defined maintenance windows. Any SLA goal that is missed because of such system upgrades will not entitle Customer to SLA credits. System upgrades may occur outside of the maintenance window upon permission from Customer's designated site contacts. Should Customer not provide CenturyLink with a maintenance window, this SLA will become void.

7. Service Requests & Escalations. The processes for placing service requests, reporting outages and making general service inquiries are included in the Customer Interface Document (“CID”) which is included in Customer's SOW. The CID provides details for contacting the CenturyLink TAC for service related items including reporting service outages, escalation procedures, MACD and related requests.

8. Limitations. This SLA will not apply, and Customer will not be entitled to receive an SLA credit 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, including without limitation, Customer failing to share administrative access with CenturyLink or failure to comply with the terms of the Service Exhibit; further, time elapsed due to non-responsiveness from Customer will be deducted from trouble ticket timelines when used in the calculation of SLAs goals; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink; (c) Force Majeure events; or (d) scheduled service maintenance, alteration or implementation. Credits may not exceed 100% of the MRCs for the Affected Service in a month. A credit will be applied only to the month in which the event giving rise to the credit occurred.

9. Language Support. CenturyLink answers user calls and support calls in English. Multiple language support is not offered at this time.