

**MANAGED OFFICE
RETAIL SERVICE LEVEL AGREEMENT**

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

This service level agreement (“SLA”) applies to Managed Office Service (“Service” or “Managed Office”) ordered by customers pursuant to an agreement (“Agreement”) between a specific customer and Qwest Communications Company, LLC d/b/a CenturyLink QCC (“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. GOALS.

1.1 Network Availability. “Network Downtime” exists when the Transport associated with a Managed Office seat is unable to transmit and/or receive voice and data. Network Downtime 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 Transport is again able to transmit and receive voice and data to the affected seat(s). Regions include: (a) Intra U.S., which is the continental U.S. CenturyLink IP network, (b) Hawaii, which the CenturyLink Trans-Hawaii IP network to the continental U.S. CenturyLink IP network in the Los Angeles Metro Area, and (c) Alaska, which is the CenturyLink Trans-Alaska IP network to the continental U.S. CenturyLink IP network in the Seattle Metro Area. Regions also apply to the Latency, Packet Delivery and Jitter Goals.

Region	Goal	Remedy (Credit is applied to the MRC of the Affected Service)*
Intra U.S. Hawaii Alaska	100%	Each cumulative 30 minutes of Network Downtime in a given month qualifies Customer for a credit of 5% of the MRCs for affected Service for each affected Customer location.

1.2 Latency. 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	Goal	Remedy (Credit is applied as a % of the MRC of the affected Service)*		
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%

1.3 Packet Delivery. 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	Goal	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%

1.4 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.

Region	Goal	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%

*subject to requirements and limitations in Section 3

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1.5 Voice Availability. Voice Availability is based on “Voice Platform Downtime,” which exists when one or more seats are unable to transmit inbound and/or outbound voice calls. Such failure is recorded in the CenturyLink trouble ticket system. Voice Platform Downtime is measured from the time the customer opens a trouble ticket with CenturyLink to the time the affected Service is able to transmit inbound and outbound voice calls. Voice platform does not include technology that is outside of CenturyLink’s voice network (e.g., a Wi-Fi or wireless network or device connectivity issue). In order to qualify for credits, the outage must be deemed a “Critical Impact” or “Major Impact”.

Critical Impact is defined as when a Customer is unable to make calls **and** receive voice calls by multiple users at one or more Customer locations.

Major Impact is defined as when a Customer is unable to make calls **or** receive voice calls by multiple users at one or more Customer locations.

This Voice Availability SLA does not apply to call quality or the behavior of Service features. Subject to the foregoing limitations, each time Voice Availability is less than CenturyLink’s 100% availability goal, Customer qualifies for a percentage credit as shown on the table below, prorated from the seat MRC of the affected Service, up to the maximums indicated in the Remedies section.

Voice Platform Downtime	Amount of Monthly Bill Credit
10-30 minutes	1 day’s credit
31 to 60 minutes	2 days’ credit
61 to 120 minutes	4 days’ credit
121 to 240 minutes	6 days’ credit
Over 241 minutes	10 days’ credit

1.6 Cloud Application Availability. “Cloud Application Downtime” exists when the Approved Business Application associated with the Service is unable perform its basic functions. Cloud Application Downtime is measured from the time a trouble ticket is opened by Customer to the time the Approved Business Application is again able to perform.

Goal	Remedy (Credit is applied to MRC of the Affected Seat)*
100%	Each cumulative 30 minutes of Cloud Application Downtime in a given month qualifies Customer for a credit of 5% of the MRC for each affected seat.

1.7 Network Management Notification. CenturyLink will provide notification via email to Customer’s designated incident contact after a ticket is opened by CenturyLink for network management incidents according to the table below. CenturyLink will apply a one-time credit in a given month if at any time during the month CenturyLink misses the high support level Network Management Notification goal. Notification SLA credits are limited to high support level events. Targets for medium and low support levels are intended to be informational only.

Support Level	Description	Goal	Remedy (Credit is applied to Total MRC)*
High	Managed device is unreachable.	20 minutes	5%
Medium**	Degraded performance of managed device. Limited to a group of users or to a location.	25 minutes	N/A
Low**	Limited to an individual managed device and immediately Service affecting.	30 minutes	

** Not entitled to SLA credits.

1.8 MTTR. The Mean Time to Repair (“MTTR”) goal measures the average Time to Repair (“TTR”) within a given month for CenturyLink to restore service after a qualified trouble ticket for a critical or high priority issue 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 enough information for CenturyLink to begin troubleshooting, CenturyLink will attempt to contact the primary Customer contact to obtain the necessary information to complete the trouble ticket. TTR is measured from the time a qualified ticket is opened to the restoration of the affected seat(s). The MTTR goal is calculated by dividing the sum of all the TTR hours in a given month by the number of qualified tickets within the same month. MTTR SLA credits are limited to critical and high priority events. Targets for medium and low priorities and for Communication Points are intended to be informational only. Credit is applied to the MRC of the seats at the affected Customer locations. Any trouble ticket where the service issue is mitigated by use of a temporary solution will be closed once the temporary solution is implemented. A second, lower priority trouble ticket will be created to track further progress toward restoring the original configuration and other associated tasks. Any trouble ticket where the root cause is not found to be on the CenturyLink network or platforms will not count toward SLA calculations, commitments, or credits.

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MTRR (continued)

MTRR					
Priority	Description	Examples	Goal	Remedy*	Communication Points****
Critical	Service not available -Business service is unavailable, -A Customer location(s) is unavailable, -An entire Customer market is unavailable, -All End Users are impacted	-All End Users are unable to make/receive phone calls -Customer is unable to transmit/receive data across CenturyLink deployed Transport, - Loss of LAN/WAN hardware (multiple nodes) -Loss of all Approved Business Applications	On Network** Less than 4 hours	15%	-Initial Response to Customer : < 30 minutes -Updates to Customer contact every 60 minutes or negotiated time frame after ticket creation
			Off Network*** Less than 8 hours		
High	Severely impaired -Business service performance functionality is seriously degraded -A major impairment of the performance of any service for all customers in a market or a single business customer location -Multiple End Users are impacted	-More than 50% of End Users unable to make or receive phone calls -Customer is unable to transmit or receive data across CenturyLink deployed Transport -More than 50% of active phone calls have degraded audio quality -Loss of LAN equipment node (switch) impacting up to 24 ports. -Loss of more than one Approved Business Application	On Network** Less than 8 hours	10%	Initial Response to Customer: < 1 hour -Updates to Customer contact every 90 minutes or negotiated time frame after ticket creation
			Off Network*** Less than 16 hours		
Medium****	Minimal degraded performance or functionality -Business service has encountered a non-critical issue with minimal loss of performance/functionality, or -Degraded performance of business customer or market, but not total loss of service -Single End User impacted	-One End User is unable to make/receive calls -One End User has no data connectivity -One End User has static on more than 50% of calls	On Network** Less than 12 hours	N/A	Initial Response to Customer: < 4 hours -Updates to Customer contact every 4 hours or negotiated time frame after ticket creation
			Off Network*** Less than 24 hours		
Low****	Low Impact for Single End User -Degraded performance for a single End User -Intermittent issues for a single End User	-One End User reports a dropped call -One End User experiences intermittent audio quality	On Network** Less than 24 hours	N/A	Initial Response to Customer: < 4 hours Updates to Customer contact every 8 hours or negotiated time frame after ticket creation
			Off Network*** Less than 48 hours		

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**On Network Services generally include voice/data circuits interfacing core CenturyLink nodes, and LAN/WAN equipment managed by CenturyLink.

***Off Network Services generally include voice/data circuits provided by LEC's other than CenturyLink, and LAN/WAN equipment managed by the customer or customer's vendor.

**** Not entitled to SLA credits.

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2. MAINTENANCE.

2.1 "Normal Maintenance" means upgrades of hardware or software or upgrades to increase capacity. 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. Normal Maintenance hours are between the hours of 11:00 PM to 6:00 AM Local time. "Local Time" means the local time in the time zone in which an affected seat is located.

2.2 "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.

2.3 Outages related to Normal Maintenance and Urgent Maintenance will not be considered Network Downtime.

3. GENERAL.

3.1 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 1-855-558-1133 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. If a failure to meet the Voice Availability, Network Availability or the MTTR Goal occurs at the same time, Customer will qualify for a credit under the Goal with the highest credit amount. The credits will apply to the MRCs of the affected seat(s) after application of all discounts and do not apply to MRCs of other services. The maximum service credits issued in any one calendar month will not exceed 50% of the MRC of the affected seat(s). In no event will the total credit, in the aggregate for all credits issued in one month exceed the equivalent of 50% of the relevant MRCs 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 SLA credits, Customer will have waived its right to such SLA credits for that month.

3.2 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 or controlled by CenturyLink or its third party service; (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) CenturyLink's termination of Service for Cause or Customer's use of Service in an unauthorized or unlawful manner; or (i) improper or inaccurate network specifications provided by Customer.

3.3 Customer Termination Rights. Customer may terminate Managed Office Service at the affected location without Cancellation Charges if, in any single calendar month: (a) Network Downtime exists for at least 24 hours in the aggregate; or (b) Network Downtime exists for a period of at least eight consecutive hours. 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.