

**CENTURYLINK DOMESTIC METRO ETHERNET PRIVATE LINE
SERVICE LEVEL AGREEMENT**

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

This Service Level Agreement (“SLA”) applies to CenturyLink domestic Metro Ethernet Private Line service (“Service” or “MEPL”) ordered by customers pursuant to an agreement (“Agreement”) between the specific customer (“Customer”) and Qwest Communications Company, LLC d/b/a CenturyLink QCC (“CenturyLink”). Capitalized terms not defined in this SLA are defined in the Agreement. The provisions of this SLA state Customer’s sole and exclusive remedies for Service interruptions or Service deficiencies of any kind whatsoever.

1. Network Components. The SLA includes all network components of the CenturyLink MEPL network. The CenturyLink MEPL network includes all physical media owned by CenturyLink, including the network equipment maintained by CenturyLink at the designated interface demarcation points located in CenturyLink buildings. The CenturyLink MEPL network does not include leased local access or any Customer premises equipment or circuits provided by Customer.

2. Circuit Availability. Customer will, subject to the terms, exclusions, and restrictions described in this SLA, be eligible to receive from CenturyLink a credit, as outlined in this SLA for an Affected Service. “Affected Service” means the particular MEPL circuit that fails to meet the Goal.

The availability (Circuit Availability) of a particular MEPL circuit, expressed as a percentage, is calculated as follows:

$$\left(\frac{(\text{Applicable Days in Calendar Month} \times 24 \times 60) - (\text{Minutes of Outage on Affected Circuit in Calendar Month})}{(\text{Applicable Days in Calendar Month} \times 24 \times 60)} \right) \times 100$$

The Affected Service will for purposes of this Goal be deemed to be unavailable to Customer only if that Service is subject to an interruption that results in the total disruption of the Service (“Outage”). The length of each Outage will be calculated in minutes. 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.

Credit Schedule for MEPL		
Circuit Availability		Remedy (Credit is applied as a % of the MRC for the Affected Service)
Upper Level	Lower Level	
100%	99.999%	0%
<99.999%	99.99%	5%
<99.99%	99.90%	10%
<99.90%	99.50%	25%
<99.50%	0%	50%

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 submit the relevant trouble ticket information within 30 calendar days after 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 credits will apply to the MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other services. The maximum service credits for CenturyLink MEPL Service issued in any one calendar month will not exceed the stated applicable percentage of the MRC for the Affected Service. 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 Service Credit Exceptions. Service credits will not be issued where the SLA is not met as a result of: (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; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (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 the Affected Service without early termination charges if, in any single calendar month, Service experiences: (a) more than five Outages related to the same issue; or (b) more than 48 aggregate hours of Outages. Customer may only terminate the Affected Service by providing written notice to CenturyLink within 30 days after Customer first becomes eligible to exercise the applicable termination right. If Customer fails to notify CenturyLink in the manner set forth above with respect to the applicable termination right, Customer will have waived its right to such termination right.