

# Lumen Service Level Agreement

Updated January 11, 2021

“Lumen” is defined for purposes of this Service Level Agreement as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services subject to this Service Level Agreement. This Service Level Agreement applies when Customer orders Lumen service(s) listed as Qualifying Services in Table 1.1. Customer’s sole remedies for any nonperformance, outages, failures to deliver or defects in Qualifying Services are contained in the Service Levels applicable to the Affected Service. Terms used but not defined in this Service Level Agreement will have the meaning set forth in the Agreement. In the event of a conflict between the definition section below and a defined term in another Service Attachment, the definitions section below will prevail for purposes of interpretation of this Service Level Agreement. This Service Level Agreement is subject to change. If Lumen changes this Service Level Agreement and the change is material and detrimental, Customer may receive the last version of the Service Level Agreement in effect before the change.

## 1. Availability Tiers

Lumen offers Service Availability Service Levels for Qualifying Services based on the following Availability Tiers. The Availability Tiers only apply to the Service Availability Service Level in this Service Level Agreement and do not relate in any way to any tiers in other service level agreements.

**Table 1.1**

Availability Tier	Qualifying Services
BRONZE	<ul style="list-style-type: none"> <li>On-Net Unprotected EPL Service within North America*, Europe, Latin America** and Service that includes subsea cable</li> </ul>
SILVER	<ul style="list-style-type: none"> <li>Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Europe, Latin America and Asia-Pacific, and Service that includes subsea cable,</li> <li>Off-Net Internet Services outside North America (“Silver Internet”),</li> <li>Off-Net MPLS (IPVPN and VPLS) Services outside North America (“Silver MPLS (IPVPN and VPLS)”)</li> <li>Standalone Managed Service</li> <li>Broadband Internet Access with Backup Cellular Internet Access</li> <li>Silver Internet with Broadband Internet Access or Backup Cellular Internet Access****, or</li> <li>Silver MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access****</li> </ul>
GOLD	<ul style="list-style-type: none"> <li>On-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Latin America and Asia-Pacific, and Service that includes subsea cable,</li> <li>All On-Net Internet Services and Off-Net Internet Services in North America (collectively “Gold Internet”),</li> <li>All On-Net MPLS (IPVPN and VPLS) Services and Off-Net MPLS (IPVPN and VPLS) Services in North America (collectively “Gold MPLS (IPVPN and VPLS)”)</li> <li>Gold Internet with Broadband Internet Access or Backup Cellular Internet Access****</li> <li>Gold MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access****</li> <li>Dynamic Connections – IPVPN, or</li> <li>Managed Services with MPLS (IPVPN and VPLS) or Internet Service at a Site</li> </ul>
PLATINUM	<ul style="list-style-type: none"> <li>On-Net and Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within North America,</li> <li>On-Net Protected EPL, EVPL, E-Line, E-Access, and E-LAN Service within Europe,</li> <li>eLynk, or</li> <li>Dynamic Connections – Ethernet</li> </ul>
PLATINUM MANAGED SERVICE***	<ul style="list-style-type: none"> <li>High Availability Managed Services</li> </ul>

\* Any references to North America mean the United States and Canada.

\*\* Any references to Latin America include Mexico.

\*\*\* CenturyLink SD-WAN with Cisco Meraki is not eligible for the Platinum Managed Service Tier.

\*\*\*\* The Enterprise Access Service(s) must be configured to create a backup design to qualify for the availability tier.

## 2. Service Availability Service Level

If a Qualifying Service experiences Service Unavailability, Customer is entitled to a credit as a percentage of the MRCs or BCCs, as applicable, for the Affected Service as set forth in Table 2.1.

If Customer purchases Managed Services and MPLS (IPVPN and VPLS) or Internet at a specific site, the cause of the Service Unavailability determines the applicable Service Tier. If the Service Unavailability is due to an issue with the MPLS (IPVPN and VPLS) or Internet Service, the Service Tier that the MPLS (IPVPN and VPLS) or Internet Service qualifies for independently applies. If the Service Unavailability is due to an issue with the Managed Service, the Service Tier that the Managed Service with the MPLS (IPVPN and VPLS) or Internet Service qualifies for applies.

Lumen does not provide any Service Level credits for Service Unavailability for Standalone Broadband Internet Access, Primary Cellular Internet Access, or Temporary Primary Transport. Lumen also does not provide any Service Level credits for Third Party Internet Service. Customer may report faults and/or outages in Third Party Internet Service to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible.

**Table 2.1**

Availability Tier	Service Availability	Availability Service Credit (in hrs:mins:secs)
PLATINUM MANAGED SERVICE	100%	00:00:01 - 00:30:00 = 10% 00:30:01 - 01:00:00 = 20% 01:00:01 - 02:00:00 = 30% 2:00:01 - 3:00:00 = 40% 3:00:01 - 4:00:00 = 50% 04:00:01 or greater = 100%
PLATINUM	99.999%	00:00:44 - 00:30:00 = 10% 00:30:01 - 01:00:00 = 20% 01:00:01 - 02:00:00 = 30% 2:00:01 - 3:00:00 = 40% 3:00:01 - 4:00:00 = 50% 04:00:01 or greater = 100%
GOLD	99.99%	00:04:33 - 00:43:00 = 10% 00:43:01 - 04:00:00 = 20% 04:00:01 - 08:00:00 = 30% 08:00:01 - 12:00:00 = 40% 12:00:01 - 20:00:00 = 50% 20:00:01 or greater = 100%
SILVER	99.9%	00:43:21 - 04:00:00 = 10% 04:00:01 - 8:00:00 = 20% 08:00:01 - 12:00:00 = 30% 12:00:01 - 16:00:00 = 40% 16:00:01 - 24:00:00 = 50% 24:00:01 or greater = 100%
BRONZE	99.1%	06:00:01 - 10:00:00 = 10% 10:00:01 - 14:00:00 = 20% 14:00:01 - 18:00:00 = 30% 18:00:01 - 22:00:00 = 40% 22:00:01 - 26:00:00 = 50% 26:00:01 or greater = 100%

## 3. Installation Service Level

Lumen will exercise commercially reasonable efforts to install (i) a Managed Service or Network Service except for Dynamic Connections-IPVPN or Dynamic Connections-Ethernet on or before the Customer Commit Date specified for the Service or (ii) a Dynamic Connections-IPVPN or Dynamic Connections-Ethernet Service within 24 hours of Lumen's receipt of Customer's order or request for circuit connection. If a Service is not installed within these timeframes for reasons other than an Excluded Delay, Customer is entitled to a one-time service credit as set forth in Table 3.1.1. If Customer's Agreement contains a right of termination for installation delay, that right of termination will not apply to the Services covered under this Installation Service Level. Instead, this Installation Service Level is Customer's sole remedy for delayed installation of the Service. This Installation Service Level does not apply to Enterprise Access Services.

### 3.1 Installation Service Level for all Managed Services and Network Services except for Dynamic Connections-IPVPN and

**Dynamic Connections-Ethernet.**

**Table 3.1.1**

<b>Business Days Beyond Customer Commit Date</b>	<b>Service Level Credit of Affected Service MRC</b>
1-5	10%
6-11	20%
12-17	30%
18-23	40%
24-30	50%
Greater than 30	100%

**3.2 Installation Service Level for Dynamic Connections-IPVPN and Dynamic Connections-Ethernet**

To be eligible for this Installation Service Level, the affected instance of Dynamic Connections-IPVPN or Dynamic Connections- Ethernet must be active for at least 1 hour for hourly service, or 48 hours for monthly service.

**Table 3.2.1**

<b>Hours After Lumen’s Receipt of Customer’s Order or Request for Circuit Connection</b>	<b>Service Level Credit of Affected Service MRC or BCC</b>
25-29	10%
30-35	20%
36-41	30%
42-47	40%
48-54	50%
Greater than 54	100%

## 4. Chronic Outage Service Level

As its sole remedy, Customer may elect to terminate an Affected Service, or an Affected Converged Service, prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage the Affected Services or an Affected Converged Service experiences a Chronic Outage. Chronic Outage is defined as follows:

- For an Unprotected EPL, E-Line, E-Access, or E-LAN Service (excluding any EPL Service provided in Latin America) when Service experiences Service Unavailability for more than 12 consecutive hours in each of three consecutive calendar months, or for more than 42 hours in the aggregate in any calendar month.
- For an affected EVPL Service, Protected EPL, E-Line, E-Access, or E-LAN Service (excluding any EPL Service provided in Latin America), MPLS (IPVPN or VPLS), Internet, or Managed Service, when Service experiences Service Unavailability in any calendar month: (i) for more than one consecutive hour in each of three consecutive calendar months, or (ii) more than 24 aggregate hours during a calendar month.

Customer may only terminate a Service that is Unavailable as described above and must exercise its right to terminate the Affected Service under this Section, in writing, within 30 days after the event giving rise to the termination right. For clarification, termination of a Converged Service will result in termination of all applicable Services bundled together as the Converged Service under the Order. Customer is responsible for all Service charges until the termination date. If Customer fails to notify Lumen 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 or Affected Converged Service. This Service Level does not apply to Enterprise Access Service, Dynamic Connections-Ethernet, or Dynamic Connections-IPVPN.

## 5. Performance Service Level

Lumen offers the following Performance Service Levels on Lumen provided Network Services.

**5.1 Packet Delivery, Latency and Jitter Service Levels - POP to POP.** Lumen’s service levels for Packet Delivery, Latency, or Jitter are set forth below in Tables 5.1.1, 5.1.2, and 5.1.3. For the Latency and Jitter calculations in Table 5.1.1, and Packet Delivery calculations in Table 5.1.2, targets are averaged monthly metrics between all Lumen designated points of presence (“POPs”) in a given region. Internet Service is not eligible for the Jitter Service Level in Table 5.1.1 or the POP to POP Service Level in Table 5.1.3. For Dynamic Connections IPVPN, only Table 5.1.1 and Basic Class of Service Pop to Pop in Table 5.1.3 metrics apply.

**Table 5.1.1 Regional Two Way Latency and Jitter**

Regions	Latency	Jitter
Intra-North America*	<45ms	<3ms
Intra-Europe	<35ms	<3ms
Intra-United Kingdom***	<25ms	<3ms
Intra-Asia**	<110ms	<3ms
Intra-Latin America	<120ms	<3ms
Trans-Atlantic (London/Amsterdam – New York)	<95ms	<3ms
Trans-Pacific (Tokyo – Sacramento, CA)***	<150ms	<3ms
Trans-Pacific (Sydney – Sacramento, CA)***	<270ms	<3ms
Trans-Pacific (Sydney – Tokyo)***	<200ms	<3ms
North America to Latin America^	<140ms	<3ms
Europe to Asia^	<345ms	<3ms
Europe to Latin America^	<210ms	<3ms
Asia to Latin America^	<315ms	<3ms
New York – South Africa***	<295ms	<40ms
London – South Africa^ ***	<230ms	<40ms

\* Add 90ms from/to the Mexico POP, add 30ms from/to Hawaii, and add 25ms from/to Alaska.

\*\* 'Intra-Asia' is defined as: Bangkok, Beijing, Hanoi, Hong Kong, Kuala Lumpur, Manila, Jakarta, Shanghai, Taipei, Tokyo, Seoul and Singapore; excluding Australia.

\*\*\* Region is not available for Internet Service.

^Additionally, add the applicable "intra-region" Latency parameter for the region in which the applicable Customer site is located.

**Table 5.1.2 Internet Service POP to POP Service Level**

Region	Packet Delivery
Global	99.95%

**Table 5.1.3 POP to POP Service Levels**

POP to POP Service Levels				
Region		Class of Service		
		Dedicated/Premium	Enhanced	Basic
Intra-US	Packet Delivery	99.99%	99.95%	99.90%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms
Intra-Europe & US-Europe	Packet Delivery	99.99%	99.95%	99.90%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms
Rest of World	Packet Delivery	99.90%	99.80%	99.50%
	Latency	City Pair*	City Pair*	City Pair*

	Jitter	<3ms	<3ms	<3ms
--	--------	------	------	------

\*Appendix 1 sets forth the “City Pair” monthly average two-way latency in the POP to POP two-way Latency Service Level matrix. For city pairs that are not listed in Appendix 1, the regional metrics apply per Table 5.1.1. Regional metric calculations are averaged monthly between all Lumen POPs in a given region.

**5.2 Packet Delivery, Latency and Jitter Service Levels (“End to End Service Level”).** Internet Service does not qualify for this End to End Service Level. End to End Service Levels apply only to sites where Customer has ordered enhanced reporting for E-Line, E-LAN, E-Access, eLynk, IPVPN, and VPLS. For sites with DSL, microwave or satellite access, End to End packet delivery, jitter, and latency service levels do not apply. To calculate an end to end two-way Latency Service Level, the loop factor table applies per Table 5.2.2. For End-to-End Service Levels, the measurement of Packet Delivery, Two-Way Latency and Jitter excludes any time period that Customer’s total bandwidth utilization exceeds 70% of the applicable contracted bandwidth. All measurements are based on the average of the metrics for that calendar month.

**Table 5.2.1 End-to-End Service Levels**

Service Specific End-to-End Network (CE to CE) Service Levels				
Region	Class of Service			
		Dedicated/Premium	Enhanced	Basic
Intra-US	Packet Delivery	99.90%	99.50%	99.50%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<3ms	<3ms	<3ms
Intra-Europe & US-Europe	Packet Delivery	99.90%	99.50%	99.50%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<3ms	<3ms	<3ms
Rest of World	Packet Delivery	99.50%	99.00%	99.00%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<6ms	<6ms	<6ms

Table 5.2.2 below provides Latency increments to add to the Service Specific POP to POP City Pair Latency values given above in Table 5.2.1 for Customer sites located within the mileage bands indicated in Table 5.2.2. For T1 and bonded NxT1 transport circuits, an additional 12 ms will be added to the values in Table 5.2.1.

**Table 5.2.2 Loop Factor Latency Table**

PE to CE Loop factor Latency Table			
0-10 miles	+3ms	401-600 miles	+40ms
11-50 miles	+6ms	601-800 miles	+50ms
51-100 miles	+10ms	801-1000 miles	+60ms
101-200 miles	+15ms	1001-1200 miles	+80ms
201-400 miles	+30ms	1201+ miles	ICB

**5.3 Packet Delivery, Latency and Jitter Service Levels Credits.** Customer will be entitled to a service credit off of the MRC or BCC for the Affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will

not be entitled to credits under the Packet Delivery, Latency, or Jitter service levels for the Affected Service where such failure is related to Service Unavailability under the Availability Service Level.

**Table 5.3.1**

Service Level Credits		
Performance Metric	Service Level Credit	
Packet Delivery	99.99%	99.98% to 99.38% = 10% 99.37% to 98.77% = 30% Below 98.77% = 50%
	99.95%	99.94% to 99.34% = 10% 99.33% to 98.73% = 30% Below 98.73% = 50%
	99.90%	99.89% to 98.89% = 10% 98.88% to 97.89% = 30% Below 97.89% = 50%
	99.50%	99.49% to 98.50% = 10% 98.49% to 97.50% = 30% Below 97.50 = 50%
	99.00%	98.99% to 97.51% = 10% 97.50% to 96.03% = 30% Below 96.03% = 50%
Latency	1-10ms = 10% 11-25ms = 30% >25ms = 50%	
Jitter	>2ms to 3ms = 10% >3ms-5ms = 30% >5ms = 50%	

## 6. Managed Services Service Level

Lumen offers the following Managed Service Service Levels on Lumen provided Managed Services.

**6.1 Change Management Service Level.** Lumen will implement Soft Change Requests received by Lumen prior to 6 P.M. local time on a Business Day, by the close of the following Business Day unless Customer schedules a later implementation date. All such change requests must be made through the Lumen web-based portal or by dialing the applicable support number provided to Customer during provisioning. As Hard Change Requests require a Change Order, this Service Level does not apply to Hard Change Requests. Instead, the Installation Service Level applies to Hard Change Requests. This Service Level does not apply during the first 30 days following the Service Commencement Date. If Lumen does not meet this Service Level, Customer will be entitled to the following service credit.

**Table 6.1.1**

Business Days to Implement Soft Configuration Change from Time Request is Received or Customer Scheduled Date	Service Level Credit of Managed Service MRC
2	10%
3	20%
4	30%
5	40%
Greater than 5	50%

**6.2 Notification Service Level.** Lumen will notify Customer (i) of a Critical Incident within 15 minutes of the alarm signaling the Critical Incident and (ii) of an Incident within 30 minutes of the alarm signaling the Incident. If Lumen does not meet this Notification Service Level, Customer will be entitled to the following service credits. This Notification Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks or to Customer Managed Virtual Network Functions provided by the Adaptive Virtual Services platform.

**Table 6.2.1**

Number of Missed Notifications in a Calendar Month	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

**6.3 Response Time Service Level.** Lumen continuously monitors all Managed Devices and provides on-site maintenance and repair once Lumen has determined, through fault isolation, that a Managed Device has experienced a fault (i.e. “problem dispatch”). Lumen will begin remotely working to resolve the issue within the response times listed in Table 6.3.1. Prior to Lumen’s response, or, if Customer requests maintenance assistance, Lumen may request Customer to verify that the local environment (including power, WAN/LAN connectivity, inside wiring / cabling etc.) has been diagnosed and ruled out as the source of the reported fault. This Response Time Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks or to Customer Managed Virtual Network Functions provided by the Adaptive Virtual Services platform.

**Table 6.3.1**

Managed Service	Response Time
Managed Network Service	Within 4 hours of Customer’s response to the initial Critical Incident notification
CenturyLink SD-WAN Service with Versa Networks and CenturyLink SD-WAN Service with Cisco Meraki	Within 4 hours of (i) Customer’s response to the initial Incident notification or (ii) Lumen’s detection if it is a Critical Incident

If Lumen does not meet this Response Time Service Level, Customer will be entitled the following service credits.

**Table 6.3.2**

Number of Missed Response Time(s) in a Calendar Month	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

**6.4 Mean Time To Resolve (MTTR).** Lumen will target Resolution of a service impacted event based on the severity, according to the timeline below. The Service Level metric is measured in Business Hours from the Response Time in 6.3. This Mean Time To Resolve Service Level will not apply to events that cause Service Unavailability. If Managed Service is unavailable, Customer will instead receive the Availability Service Level. This Mean Time To Resolve Service Level will also not apply to events isolated to an issue related to the Managed Device. If the issue is related to the Managed Device, Customer will receive the Managed Device Replacement Service Level. This Mean Time To Resolve Service Level does not apply to the Security Upgrade option for CenturyLink SD-WAN with Versa Networks or to Customer Managed Virtual Network Functions provided by the Adaptive Virtual Services platform.

**Table 6.4.1 Mean Time To Resolve Service Level**

Severity Level	Description	Service Level
High	Service available but is experiencing an issue that has caused essential functionality to be significantly impaired	Less than 4 hours
Medium	Service degraded performance or functionality	Less than 12 hours
Low	Intermittent Service issues	Less than 24 hours

**Table 6.4.2 Mean Time To Resolve Service Level Credits High Severity**

Service Impacted Hours	Service Level Credit of Managed Service MRC
4:00-6:00	10%
6:01-8:00	20%
8:01-10:00	30%
10:01-12:00	40%
Greater than 12:00	50%



**Table 6.4.3 Mean Time To Resolve Service Level Credits Medium Severity**

Service Impacted Hours	Service Level Credit of Managed Service MRC
12:00-16:00	10%
16:01-20:00	20%
20:01-24:00	30%
24:01-28:00	40%
Greater than 28:00	50%

**Table 6.4.4 Mean Time to Resolve Service Level Credits Low Severity**

Service Impacted	Service Level Credit of Managed Service MRC
24:00-30:00	10%
30:01-36:00	20%
36:01-42:00	30%
42:01-48:00	40%
Greater than 48:00	50%

**6.5 Managed Device Replacement Service Level.** If Lumen has determined, through fault isolation, that a Lumen provided Managed Device has experienced a fault (i.e. “problem dispatch”), Lumen will use commercially reasonable efforts to ship a replacement CPE device to Customer within the following time frames if Customer notifies Lumen by 12:00 p.m. in the time zone where the affected Managed Device is located. The Lumen Zone List can be found at this <http://www.centurylink.com/legal/SDWAN/ZoneList.pdf>. Lumen will not support or replace CPE that is altered, modified, mishandled, destroyed, or damaged by one or more of the following: (i) natural causes; (ii) environmental failures; (iii) Customer’s failure to take any required actions; (iv) a negligent or willful act or omission by Customer or unauthorized use; or (v) an act or omission of a third party. Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises.

**Table 6.5.1**

Zone	Managed Device Replacement Service Level
Zone 0*	24x7x4
Zone 1	8x5 NBD
Zone 2	Within 5 Business Days
Zone 3	Within 10 Business Days

\* If Managed Service is Managed Network Service and Customer has purchased 24x7x4 device maintenance, the replacement CPE device will arrive at the Customer site within 4 hours. This repair and replacement coverage is 24 hours per day, 7 days per week. This repair and replacement option is not available for purchase in all regions.

If Lumen does not meet this Service Level, Customer will be entitled the following service credits:

**Table 6.5.2**

Business Days Beyond Service Level	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

If replacement of the Lumen provided Managed Device is not reasonably practical, Lumen will notify Customer and Customer may terminate the Service upon 10 Business Days prior written notice to Lumen. Inventory will be maintained consistent with vendor recommendations. In the event that a Customer provided Managed Device fails, Customer will not be eligible for a Service Level credit. Instead, Lumen will attempt to diagnose and restore the Managed Device. However, should the Customer provided Managed Device need replacement, Lumen 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.

## 7. Credit Request Process

Unless otherwise set forth in the Agreement, Customer must notify Lumen of requests for service credits within 60 days after the end of the month in which the event occurred. To request a credit, Customer must contact Customer Service (contact information is located at <http://www.centurylink.com/business>) or deliver a written request with sufficient detail to identify the Affected Service.



## 8. Limitations

In no event will Service Level credits in any calendar month exceed 100% of the total MRC or BCC for the Affected Services. Unless otherwise stated, Service Levels are measured over a calendar month. Customer will not be entitled to Service Level credits for missed Service Levels due to Excused Outages or if Customer does not timely submit the request for service credit as defined in the Credit Request Process. Service Level credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events.

The Availability, Chronic Outage, Performance and Managed Service Service Levels do not apply during the first 3 days following the Service Commencement Date. Instead, if Service is not functioning properly during the first 3 days and Customer notifies Lumen, Lumen will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable MRC or BCC for each day the Service did not function properly.

## 9. Definitions

"Affected Service" is defined as the Qualifying Service at a specific service location that does not meet a service level defined in this Service Level Agreement.

"Backup Cellular Internet Access" is defined as Cellular Internet Access deployed as a backup access service to Broadband Internet Access Service, Internet Service, or MPLS (IPVPN and VPLS) Service.

"Broadband Internet Access" is defined as Lumen procured third-party provided unsecured local internet broadband service and 24x7 monitoring and management of the broadband service.

"Business Day" is defined as Monday through Friday excluding all banking, U.S. holidays, and national or local holidays applicable to Customer's service location.

"Business Hours" is defined as 8:00 am to 5:00 pm in the time zone where the Affected Service is located.

"Billing Cycle Charges" or "BCC" is defined as the total hourly Service usage charges (not including taxes, fees and surcharges) in the billing cycle in which the event occurred giving rise to the requested service level credit. Billing Cycle Charges are only applicable to Dynamic Connections- Ethernet and Dynamic Connections-IPVPN Service billed on an hourly basis instead of a monthly recurring charge.

"Cellular Internet Access" is defined as a Lumen procured third party provided machine to machine wireless communication service for the receipt and transmission of data, information or messages.

"City Pair" is defined as the "City Pair" monthly average Service Level matrix set forth in Appendix 1. Appendix 1 is available upon request.

"Converged Service" is defined as Internet Services bundled with Enterprise Voice SIP Based Services or MPLS (IPVPN or VPLS) Services bundled with either Internet Services or Enterprise Voice SIP Based Services.

"CPE" is defined as Customer premises equipment.

"Critical Incident" is defined as an incident that produces a situation in which one or more Managed Devices becomes inoperable, produces incorrect results, or fails catastrophically. The list of incident alarms that signal a Critical Incident is available in the Lumen Managed Services Alarm Guide located at <http://www.lumen.com/service-guides> and is subject to change.

"Customer Commit Date" is defined as the date by which Lumen will install Service. If Customer's service installation is delayed due to an Excluded Delay, Lumen will provide Customer with a revised Customer Commit Date.

"Enterprise Access Service" is defined as Broadband Internet Access Service or Cellular Internet Access Service.

"Excluded Delay" is defined as an installation delay resulting from (a) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information (b) Lumen's lack of access to the Customer premises where reasonably required to deliver the Service (c) incorrect information, equipment, cables or software components specified or supplied by Customer, (d) Customer requested changes to Customer Orders after submission and acceptance by Lumen, (e) Customer not being ready to receive Service (f) Customer's failure to timely provide complete configuration information for Managed Services (g) Customer's failure to fulfill any Customer responsibility described in the Agreement, Service Attachment, or this Service Level Agreement (h) unforeseen circumstances such as construction or build requirements (i) for off-net service, delays caused by Lumen's third party providers or (k) force majeure events.

“Excused Outage” is defined as 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 Lumen or its third party providers; (c) Scheduled Maintenance, alteration, or implementation; (d) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information; (e) Lumen’s lack of access to the Customer premises where reasonably required to restore the Service; (f) Customer’s failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (g) Lumen’s termination of Service for cause or Customer’s use of Service in an unauthorized or unlawful manner; (h) improper or inaccurate specifications provided by Customer; (i) intentional shutdowns due to emergency intervention during security related incidents; (j) Customer-initiated changes to the network environment, architectures, or Managed Device configuration or (k) force majeure events.

“Hard Change Request” is defined as any service request that impacts the pricing of the Service. Hard Change Requests require Customer to execute a change Order.

“High Availability” is defined as two Managed Service packages at the same site or same Customer provided cloud environment configured to create a failover design.

“Incident” is defined as an incident that produces a situation in which the operability of one or more Managed Devices is adversely impacted. The list of incident alarms that signal an Incident is available in the Lumen Managed Services Alarm Guide located at <http://www.lumen.com/service-guides> and is subject to change.

“Internet Service” is defined as Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services, Hyper Internet or CenturyLink IQ Networking Internet Port.

“Managed Device” is defined as an eligible CPE device managed as part of a Managed Service.

“Managed Service” is defined as CenturyLink SD-WAN with Versa Networks, CenturyLink SD-WAN with Cisco Meraki, or Managed Network Service.

“MPLS (IPVPN and VPLS) Service” is defined as IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Virtual Private Network, Hyper IPVPN or IP Solutions Private Port.

“Network Service” is defined as Internet Service, MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Dynamic Connections-Ethernet, Dynamic Connections IPVPN and eLynk. For clarity, the following Ethernet services are not eligible for this Service Level Agreement: CenturyTel Metro Ethernet Services, EMBARQ Classic Ethernet Services, CenturyLink QCC Domestic Ethernet Private Line and Metro Ethernet Private Line, CenturyLink Metro Ethernet, CenturyLink QCC Metro Ethernet, CenturyLink QC Metro Ethernet, CenturyLink Ethernet over SONET, CenturyLink QC Intrastate Metro Ethernet, and CenturyLink E-Line Service.

“Off-Net” is defined as local access Service not provided on the Lumen owned and operated network.

“On-Net” is defined as local access Service provided on the Lumen owned and operated network.

“Primary Cellular Internet Access” is defined as Cellular Internet Access without any other Lumen provided access method at Customer’s site.

“Qualifying Service” is defined as the Services listed in Table 1.1. For clarity, Ethernet services provided by CenturyLink Communications, LLC d/b/a Lumen Technologies Group are not eligible for this Service Level Agreement.

“Resolution” means Lumen has determined the Managed Device(s) reporting the event has been returned to fully operational status and has been determined to be operating within expected limits.

“Service Commencement Date” is defined as the date Service is installed and billing commences.

“Service Unavailability” is defined as the complete inability (for reasons other than an Excused Outage) of Customer to deliver IP packets, from an individual Customer site to the network over the Qualifying Service. For a Managed Service to experience Service Unavailability, Customer must be unable to deliver IP Packets from an individual Customer site to the network over both the Managed Service(s) and any associated transport. Service Unavailability is measured from the time a trouble ticket is opened to the time the Service is restored.

“Soft Change Request” is defined as any software change that involves network features or system parameters and requires no onsite visit or physical modification. Soft Change Requests do not (a) include service additions or deletions, (b) addition or removal of security gateway services (c) design impacting changes such as changes to the virtual service chain, if applicable (d) configuration change requests that impact more than 5 Managed Devices or (e) any items that are considered the Customer’s responsibility, including but not limited to, user and group configurations.

“Standalone Managed Service” is defined as a single instance of Managed Service (1) not combined with MPLS (IPVPN or VPLS) or Internet Service at a specific Service location (2) combined only with a single instance of Broadband Internet Access service or (3) combined with Broadband Internet Access service and Backup Cellular Internet Access..

“Standalone Broadband Internet Access” is defined as a single instance of Broadband Internet Access not combined with Backup Cellular Internet Access, Internet Service, or MPLS (IPVPN and VPLS) Service at a specific Service location.

“Temporary Primary Transport” is defined as Cellular Internet Access used as temporary primary transport only until either the actual primary transport (“Primary Transport”) is available at the Customer premises or 180 calendar days from the date Cellular Internet Access is available for use, whichever is earlier.

“Third Party Internet Service” is defined as Internet Service provided entirely by Lumen’s third party subcontractor(s). For clarity, Third Party Internet Service is not Off-Net Internet Service. Off-Net Internet Service is Internet Service when the local access service component is not provided on the Lumen owned and operated network.