

Service Attachment 7
IP and Data Transport Services
to the Master Service Agreement

This is a Service Attachment "Service Attachment" to the Master Service Agreement "Agreement" dated September 29, 2011, between the Department of Administrative Services on behalf of the State of Ohio ("the State"), and **Qwest Communications Company, LLC D/B/A CenturyLink QCC ("CenturyLink")**, Attention: Corporate Counsel, 1801 California Street, Suite 900, Denver, Colorado 80202.

WHEREAS, DAS desire to include additional Vendor services and the corresponding general provisions thereof;

WHEREAS, CenturyLink provides certain nontariffed business products and services on the Service Attachment through its affiliates or subsidiaries, including United Telephone Company of Ohio;

WHEREAS, the above named parties desire to execute this Service Attachment to said Agreement for CenturyLink to provide service to the State;

NOW THEREFORE, in accordance with the Agreement, and in consideration of the conditions and covenants contained herein, the Parties mutually agree as follows:

IN WITNESS WHEREOF, the Parties have executed this Attachment which shall be effective on the date signed by the State.

**QWEST COMMUNICATIONS
COMPANY, LLC d/b/a
CENTURYLINK QCC**



Signature
Brad H. Davis on behalf of
Constantine Gartelos

Printed Name

Director – Offer Management

Title

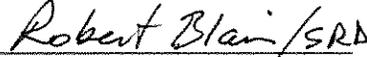
1-17-2014

Date

04-6141739

Federal Tax ID

**STATE OF OHIO, DEPARTMENT
OF ADMINISTRATIVE
SERVICES**



Signature
Robert Blair/srd

Printed Name

DAS Director/
Assistant Director/State CIO

Title

1/28/14

Effective Date

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NONTARIFFED BUSINESS PRODUCTS AND SERVICES

1. **PRODUCTS AND SERVICES.** CenturyLink will provide to Subscribing Entity the Products and Services listed in the tables below (each, a "Price Table") through its affiliate United Telephone Company of Ohio. Services are purchased for the specific Term for the particular Service ordered (each, an "Order Term"), as listed in the Price Table. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Subscribing Entity. If Subscribing Entity continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing.
2. **TERMS AND CONDITIONS.** CenturyLink provides the Products and Services listed in this Service Attachment under the terms of the Master Service Agreement and relevant Product or Service-specific terms and conditions listed below.

2.1 IP and Data Transport Services.

- A. The table below lists the IP and Data Transport Services purchased by Subscribing Entity and the CenturyLink entity(ies) providing those Services.

Type of Service	CenturyLink Entity Providing the Service
Embarq Classic Ethernet Service	United Telephone Company of Indiana, Inc. Or United Telephone Company of Ohio

- B. In addition to the *Master Service Agreement terms*, CenturyLink provides Embarq Classic Ethernet Service under the Embarq Classic Ethernet Services Annex attached as Exhibit 1 to this Service Attachment 7. Any terms and conditions that conflict with the Master Service Agreement (MSA) and the Service Attachment (SA), the MSA and SA will prevail.

3. PRICE TABLES FOR SERVICES.

	Product / Service	One-Time Charge	Monthly Recurring Charge	Order Term
Customer Service locations within United Telephone Company of Indiana and United Telephone Company of Ohio territory	10Mbps Metro Ethernet (Classic)	\$0.00	\$390.00	24 Months
	20Mbps Metro Ethernet (Classic)	\$0.00	\$425.00	24 Months
	30Mbps Metro Ethernet (Classic)	\$0.00	\$459.00	24 Months
	40Mbps Metro Ethernet (Classic)	\$0.00	\$494.00	24 Months
	100Mbps Metro Ethernet (Classic)	\$0.00	\$800.00	24 Months

	Product / Service	One-Time Charge	Monthly Recurring Charge	Order Term
Customer Service locations within United Telephone Company of Indiana and United Telephone Company of Ohio territory	10Mbps Metro Ethernet (Classic)	\$0.00	\$325.00	36 Months
	20Mbps Metro Ethernet (Classic)	\$0.00	\$354.00	36 Months
	30Mbps Metro Ethernet (Classic)	\$0.00	\$383.00	36 Months
	40Mbps Metro Ethernet (Classic)	\$0.00	\$411.00	36 Months
	100Mbps Metro Ethernet (Classic)	\$0.00	\$667.00	36 Months

	Product / Service	One-Time Charge	Monthly Recurring Charge	Order Term
Customer Service locations within United Telephone Company of Indiana and United	10Mbps Metro Ethernet (Classic)	\$0.00	\$299.00	60 Months
	20Mbps Metro Ethernet (Classic)	\$0.00	\$325.00	60 Months
	30Mbps Metro Ethernet (Classic)	\$0.00	\$352.00	60 Months
	40Mbps Metro Ethernet (Classic)	\$0.00	\$378.00	60 Months

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Telephone Company of Ohio territory	100Mbps Metro Ethernet (Classic)	\$0.00	\$620.00	60 Months
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Product / Service	One-Time Charge	Monthly Recurring Charge/MB	Order Term
Metro Ethernet Silver Class of Service	\$0.00	\$21.00	24 Months
Metro Ethernet Silver Class of Service	\$0.00	\$15.00	36 Months
Metro Ethernet Silver Class of Service	\$0.00	\$9.00	60 Months
Metro Ethernet Gold Class of Service	\$0.00	\$27.00	24 Months
Metro Ethernet Gold Class of Service	\$0.00	\$21.00	36 Months
Metro Ethernet Gold Class of Service	\$0.00	\$15.00	60 Months

- 3.1 The Monthly Recurring Charges in the above table are only applicable to locations where Embarq Classic Ethernet is enabled and meets criteria to provide Embarq Classic Ethernet at above rates. Sites not meeting criteria will be analyzed by CenturyLink on an individual case basis. CenturyLink will notify Subscribing Entity if individual case basis analysis is required and will provide Service location specific quote to Subscribing Entity. CenturyLink will not place an Order for Service until receiving written approval from Subscribing Entity to proceed.
- 3.2 **Monthly Recurring Charges (“MRCs”).** CenturyLink will charge Subscribing Entity the MRCs for the Services described in the Price Table. Except as otherwise described in the Price Table, these rates will remain fixed for each Order Term identified above. Upon expiration of each Order Term, Subscribing Entity may renew the Service for a new Order Term at the then-current rates, or convert the rates for the affected Service to the then-current list rates, which are subject to change.
- 3.3 **Non-recurring Charges (“NRCs”).** CenturyLink may charge Subscribing Entity NRCs related to the Services described in the Price Table. CenturyLink may assess any additional, special construction charges that may be required to provide the Services. Such special construction charges may be identified after the order has been issued to CenturyLink. If there are special construction charges, the Subscribing Entity has the right to cancel the order without penalty or liability of any charges incurred due to construction.
- 3.4 **Additional Payment Requirements.** If Subscribing Entity is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, will not process any Orders for that particular Subscribing Entity.

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EXHIBIT 1 to SERVICE ATTACHMENT 7
EMBARQ CLASSIC ETHERNET SERVICES ANNEX

The following terms and conditions, together with the Master Service terms will govern Subscribing Entity's use of EMBARQ Classic Ethernet Services ("Services") provided by the applicable CenturyLink operating company supporting Subscribing Entity's locations. To the extent permitted by law, Services are offered on an Individual Case Basis in lieu of any terms and conditions under CenturyLink Tariffs. The local operating company providing the Service is identified in the Agreement.

1. Services Description and Types

- 1.1 Services Description.** The Services are a standards-based high-speed packet transport technology used for the interconnection of Local Area Networks ("LANs") within a metropolitan area. The Services deliver access from Subscribing Entity's LAN to the CenturyLink network. The Services protect data privacy by using specialized screening software, which permits subscribers to access only their data. The Services are offered for local and intraLATA use where CenturyLink facilities exist. Each Ethernet connection is full duplex, symmetrical bandwidth with a single rate element that consists of the following:
- A. User-to-Network Interface ("UNI").** The UNI is the physical interface between CenturyLink and Subscribing Entity. The UNI includes:
 - (1) an Ethernet port connection at Subscribing Entity's premises; and
 - (2) *the physical transport to the CenturyLink switched Ethernet network.*
 - B. Ethernet Virtual Connection ("EVC").**
 - (1) EVC is the logical connection of an Ethernet service that connects two or more locations.
 - C. Class of Service.** Subscribing Entity can purchase an optional Class of Service ("COS") for an additional Monthly Recurring Charge ("MRC"). COS provides the ability to prioritize certain identifiable traffic flows across the CenturyLink switched Ethernet Network. Based on CenturyLink-provided mapping criteria, Subscribing Entity must notify CenturyLink on how to mark and prioritize its traffic. After notification from Subscribing Entity, CenturyLink will classify the traffic accordingly, as described in the following subsections. The two COSs are as follows.
 - (1) **Gold COS.** This prioritization will apply to Customer-designated traffic marked with priority of 4 to 6 on the CenturyLink switched Ethernet network. Gold COS is designed for Jitter and Network Latency (delay) sensitive applications like voice and video.
 - (2) **Silver COS.** This prioritization will apply to Customer-designated traffic markets with a priority of 1 to 3 on the CenturyLink switched Ethernet network. Silver COS will carry high priority business applications across the CenturyLink network.
 - D. Ethernet Network Interface Device ("E-NID").**
 - (1) To deliver the Services, CenturyLink will place the E-NID at Subscribing Entity premise. The E-NID is owned and managed by CenturyLink. The E-NID supports 24x7 proactive network monitoring, management, troubleshooting, and resolution from the CenturyLink central office to the E-NID on Subscribing Entity premise. The E-NID allows for the convergence of multiple service options over one common facility for network aggregation. The E-NID is considered CenturyLink's point of demarcation.
 - (2) **Installation of E-NID.** CenturyLink will procure, receive stage, configure, and test the E-NID before installation at Subscribing Entity's premise. CenturyLink will install the E-NID at a mutually agreed upon time from 8:00 am to 5:00 pm Monday through Friday local time excluding CenturyLink-observed holidays ("Normal Business Hours"). CenturyLink may charge a fee for installation outside Normal Business Hours. CenturyLink may, in its sole discretion, outsource installation of the E-NID to a third party that is capable of performing the installation; provided, however, CenturyLink will remain responsible for any such outsourced installation supplied by a third party.
 - (3) Subscribing Entity will pay CenturyLink for replacement of an E-NID that is damaged as a result of Subscribing Entity's failure to comply with this Section, including installation costs of the

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replacement E-NID. Additionally, Subscribing Entity must continue to pay the charges for the Service provided by CenturyLink during the time it takes to replace and install the replacement E-NID.

- (4) Subscribing Entity must ensure the security of the E-NID located within Subscribing Entity's premises and Subscribing Entity will reimburse CenturyLink for any loss or damage to the E-NID caused by Subscribing Entity's failure to properly secure Subscribing Entity's premises and/or restrict or monitor access to the NID. Subscribing Entity will not access, reconfigure, attempt to repair, connect to or alter the NID except as expressly requested by CenturyLink.

1.2 Services Types and Technical Specifications

A. Services Types.

- (1) **Ethernet Local Area Network ("E-LAN").** A service type used to provide a full mesh where any to any connectivity is required, i.e. multipoint-to-multipoint. Typically used where all sites need to talk to each other. All traffic is sent to all Subscribing Entity sites.
- (2) **Ethernet Private Line ("EPL").** A service type used to provide point-to-point connectivity between two sites.

B. Technical Specifications.

- (1) Services are available to Subscribing Entity whose serving central office is equipped with CenturyLink Classic Ethernet Services equipment and located within 28 km or 15 miles from the serving central office.
- (2) The Services operate over a shared infrastructure that provides bi-directional transmission of data based on the Ethernet standards and operates at the Layer 2 of the OSI reference model.
- (3) The network demarcation point is a standard Ethernet interface of 802.3 (Ethernet), 802.3u (Fast Ethernet) or 802.3z (Gigabit Ethernet) LAN interface on the CenturyLink Ethernet Services equipment at the subscriber premises. CenturyLink Ethernet Services network access for 802.3 interface is provided at 10 Mbps, while 802.3u network access is provided at 100 Mbps and 802.3z network access is provided at 1 Gigabit (1000 Mbps).

- 1.3 Customer Certification.** Subscribing Entity certifies (1) that no more than 10% of the Services will be for the transport of interstate data and (2) that it will not interconnect the Services with another carrier for voice-over internet protocol applications or services and will not use the Services to connect to the public switched telephone network ("PSTN").

2. Order Term.

- 2.1** The Order Term for the Services is designated in this Service Attachment.
- 2.2.** Termination Liability Charges will not apply when Services, or a rate element of Services, are disconnected before expiration of the Order Term as a result of a change in terms and conditions or Subscribing Entity-requested upgrade to a next generation service offering, under the following conditions:
- A. The Order Term for the new service offering is equal to or exceeds the remaining service period of the disconnected Order Term, and
 - B. The Orders to install the new service and disconnect the old Services are related together, and there is no lapse in service between the installation of the new service and the disconnection of the old Services, and
 - C. The Orders to install the new service and disconnect the old Services are for the same Subscribing Entity at the same location.
- 2.3.** CenturyLink will determine whether the new service qualifies as a next generation service offering.
- 2.4.** Nonrecurring charges and Service Order charges for the new Service could apply depending on the requirements of the new Service. If these charges apply, the Subscribing Entity has the option to cancel the Order and continue with the existing Service for the remainder if that Term.

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2.5. Temporary Suspension of Service (for example: Vacation Service), at Subscribing Entity's request, is not allowed for the Services.

3. **Responsibilities of the Parties.**

3.1 **Responsibility of CenturyLink.**

- A. CenturyLink's responsibility is limited to the furnishing and maintenance of the Services to a network interface device on Subscribing Entity's premises where provision is made for the connection of local service.
- B. CenturyLink is not responsible if changes in any of its facilities, operations or procedures utilized in the provision of the Services render any facilities or equipment provided by Subscribing Entity obsolete, or requires modification or alteration of such equipment or system or otherwise affects its use or performance.

C. **Maintenance.**

(1) **Preventive Maintenance.** To maintain the quality of the Services, CenturyLink reserves the right to perform preventative maintenance and software updates to the network. CenturyLink has classified maintenance as follows:

(a) **Scheduled Maintenance.** Scheduled maintenance is performed for functions such as hardware and software upgrades and network optimization. CenturyLink will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. CenturyLink will provide no less than 7 days advance notice of all scheduled maintenance through the CenturyLink Data Service Outage Subscription portal, a self-subscribed, self-managed reporting tool.

(b) **Demand Maintenance.** Demand maintenance may occur as a result of unexpected events and is performed when the Ethernet Services network elements are in jeopardy. CenturyLink will perform this type of maintenance at its discretion. Due to the nature of demand maintenance, prior notification may not be possible; however, Subscribing Entity will be informed through CenturyLink Data Service Outage Subscription portal of any demand maintenance activity and then will also be informed when the maintenance has been completed.

(2) **Notification.** CenturyLink will provide on-line notification of Scheduled Maintenance and unexpected events through the CenturyLink Data Service Outage Subscription portal. Subscribing Entity can create and manage their subscription rules and create custom notification preferences based on service and location using the following URL: <<http://www.centurylinkservices.net/events/>>. Notices are also posted to the Subscribing Entity's access website for reference at any time before, during and shortly after the event. This system currently allows web-based status checks on current event notifications.

3.2 **Responsibility of Subscribing Entity.** To ensure a smooth installation, the following responsibilities must be completed before installation of the Services. CenturyLink reserves the right to work with Subscribing Entity to reschedule installation if necessary. If unforeseen work or charges are required for additional work, necessary materials or products, a Quote based on Time and Material must be added to the Order requesting Subscribing Entity's approval. If Quote is not approved by Subscribing Entity, the Subscribing Entity may request termination of the Order with respect to Services and any associated services utilizing Services. In any such event, the Subscribing Entity must pay for all expenses incurred for services performed by the Service Provider specified in the Quote.

Services will be installed at Subscribing Entity's site only upon completion of all of these steps. If Subscribing Entity is unable to complete all of these requirements before the installation date, Subscribing Entity will notify CenturyLink as soon as it becomes aware of its inability.

A. **Traffic Marking.** Subscribing Entity must appropriately mark the traffic for COS treatment as described in Section 1 based on CenturyLink-provided mapping criteria. CenturyLink will support a maximum frame size of 1536 bytes coming into the E-NID. CenturyLink will not support auto-negotiate. All circuits are set to full duplex and the purchased CIR determines the physical port speed (either 10/100 Mbps or 1 Gigabit).

B. **Media Access Control (MAC) Learning.** CenturyLink will support a default MAC learning per site up to 40 MAC addresses. It is Subscribing Entity's responsibility to place a router at the location to manage accordingly.

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- C. **Throughput Requirement.** To protect the CenturyLink network from traffic storms, traffic controls are used to limit VLANs based on broadcast and multi-cast traffic. CenturyLink will impose a default of 1 Mbps of broadcast and multi-cast traffic per site. It is Subscribing Entity's responsibility to notify if greater than 1 Mbps of broadcast or multi-cast traffic needs to be supported. CenturyLink will evaluate if additional broadcast or multi-cast can be supported.
- D. After receiving Subscribing Entity's managerial and security approval (which may include a license), Subscribing Entity must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Subscribing Entity's responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water. Conduit is not required when Services are provisioned over copper or circuit bonding technology, 50 Mbps or less. Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.
- E. Subscribing Entity must provide one 20 x 44 x ¾ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Subscribing Entity-provided rack. If Subscribing Entity is in a multi-tenant building and the shared building terminal at Subscribing Entity's location does not have adequate space for CenturyLink fiber termination, Subscribing Entity or building owner must provide a 24" x 24" x 9" cabinet with ¾" plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.
- F. Subscribing Entity must ensure the demarcation point is in an accessible and environmentally controlled location. All Service-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Subscribing Entity is in a multi-tenant building, Subscribing Entity must ensure that the CenturyLink demarcation point is accessible to CenturyLink technicians. Subscribing Entity may need to coordinate access with the building manager to ensure that access is available on the day of installation. Subscribing Entity must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.
- G. Subscribing Entity must ensure 4 consecutive rack units of space in a 19" data rack are available for Services. Subscribing Entity must provide space in a 19" wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.
- H. Subscribing Entity must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Subscribing Entity-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Subscribing Entity does not have an uninterrupted power supply (UPS) on the AC, Services will be lost in the event of an AC power failure. If UPS is required, Subscribing Entity will provide. CenturyLink will provide for an additional charge upon request.
- I. Subscribing Entity must complete inside wiring before the arrival of the CenturyLink installation technicians. Subscribing Entity must extend the wiring from the demarcation point to the location where the Services will be used. CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Subscribing Entity must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Subscribing Entity-provided rack a maximum of 25 feet from demarcation.
- J. Subscribing Entity must confirm Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as

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the demarcation point for the Services. If a different Subscribing Entity hand-off is required, such as a multimode fiber connection, Subscribing Entity must state the requirement on the site survey per site network page.

- K. Subscribing Entity must confirm that its Local Area Network ("LAN") has an appropriate Service port available to provide the desired network functionality and is within the distance required by Service specifications. Subscribing Entity will program the Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Subscribing Entity will provide CAT5 cable(s) to connect its LAN to the Service-enabling equipment. Subscribing Entity will provide an appropriate Service-enabling patch cable for connecting CenturyLink demarcation and Subscribing Entity-provided Equipment.
- L. Services are a Layer 2 network service only. All Subscribing Entity premises LAN Layer 3 (e.g. IP) addressing is Subscribing Entity's responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Subscribing Entity's network. If Subscribing Entity only requires Layer 2 bridging (a flat network) across the Services, a standard Service switch port is all that is required.
- M. The CenturyLink installer will not connect Services to Subscribing Entity's LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Services.
- N. **Access to Premises.** After receiving Subscribing Entity's managerial and security approval (which may include a license), Subscribing Entity will provide CenturyLink maintenance personnel or contractors with access to CenturyLink's equipment placed at Subscribing Entity's premises for regular maintenance and service. If Subscribing Entity resides in a multi-tenant building, Subscribing Entity must ensure that the CenturyLink demarcation point (the location where the Local Phone Company wires enters Subscribing Entity's building), is accessible to the CenturyLink technician. Subscribing Entity may need to coordinate access with the building manager to ensure that access is available on the day of installation.
- O. **Location of Utilities.** If construction is required, CenturyLink will not begin construction until Subscribing Entity locates all private utilities on its premises.
- P. Subscribing Entity is responsible for payment of a Trouble Location Charge for visits by CenturyLink to Subscribing Entity's premises where the service difficulty or trouble report results from the use of equipment or facilities provided by Subscribing Entity.
- Q. Subscribing Entity may not rearrange, disconnect, remove or attempt to repair any equipment installed by CenturyLink without the prior written consent of CenturyLink.
- R. For maintenance purposes, upon CenturyLink's request, Subscribing Entity will be responsible for notifying CenturyLink of the type of terminating equipment used.

4. Components and Rate Elements for Services.

4.1. Monthly Recurring Charge ("MRC"). CenturyLink will charge Subscribing Entity a MRC for the Services. The components of the MRC are the following:

- A. **Transport.** Availability of speeds may vary by metropolitan area.
- B. **CenturyLink-owned Edge Equipment.** The CenturyLink-owned Edge Equipment is used to deliver Services and serve as CenturyLink's management device between the central office and the last mile connection at the Subscribing Entity premise. CenturyLink-owned Edge Equipment allows for the convergence of multiple service options over one common facility for network aggregation. The CenturyLink-provided Ethernet Equipment is the responsibility of CenturyLink including provisioning, maintenance and repair or replacement. The CenturyLink-provided Ethernet Edge Equipment is considered CenturyLink's demarcation point.
- C. **Monitoring.** 24x7 network proactive monitoring and troubleshooting from CenturyLink's central office to the CenturyLink-owned Ethernet switch on the Subscribing Entity premise.

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- D. **Aggregation Port.** CenturyLink will assign a specific port on the CenturyLink-owned Ethernet switch to accept multiple VLANs from Subscribing Entity. The assigned port will be the aggregation point from Subscribing Entity that connects to CenturyLink's Ethernet network. The aggregation port will assign a VLAN tag at ingress and forward the traffic across CenturyLink's Ethernet network, removing the tag at egress. It is Subscribing Entity's responsibility to provide the appropriate VLAN tag on any frames being transmitted. Any untagged frame received at the ingress of the aggregation port will be dropped.
- E. **COS.** CenturyLink will charge an additional MRC for Subscribing Entity's selection of an optional COS.
- 4.2. **Nonrecurring Charges ("NRCs").** CenturyLink will charge Subscribing Entity NRCs for the initial installation of a Local Channel Connection to a given serving central office and for any rearrangement of an existing Local Channel Connection.
- 4.3. **Move Charge.** CenturyLink will charge Subscribing Entity a Move Charge for a Local Channel Connection moved to a new location, even when moved on the same premises. The Move Charge applies in addition to a Service Order Charge will be quoted on an Individual Cost Basis (ICB).
- 4.4. **Service Order Charge.** A Service Order Charge is applicable per each Subscribing Entity request.
- 4.5. **Special Construction Charges.** Special Construction Charges may be applicable under special conditions. CenturyLink may charge Subscribing Entity when technical limitations and/or the lack of facilities exist, or if it is necessary to construct facilities to satisfy service requests.
5. **Service Level Agreement ("SLA").**
- 5.1 **SLA.** To demonstrate CenturyLink's commitment to our business Subscribing Entity and the reliability and quality of our data services, CenturyLink has established the following SLA within CenturyLink-established Metro Areas. The definition of a Metro Area is defined by CenturyLink, in its sole discretion, based on current Ethernet availability. CenturyLink may adjust its Metro Areas at any time, even within an Order Term, without prior notice to Subscribing Entity. As a result, the SLA described in this section may not be available at all times for any or all of Subscribing Entity's Service locations
- 5.2 **Commitment.** Within Metro Areas, the following SLA will apply to all Service Types described in Section 1 above: CenturyLink's commitment is 99.9% Network Availability.
- A. **Network Availability.** Network Availability is the ability to transmit data over the CenturyLink switched Ethernet Network. Network Availability does not mean Subscribing Entity will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach Subscribing Entity, as there are many factors, outside of CenturyLink's control, that can affect an end-to-end connection. Network Availability is calculated by dividing the average number of minutes that the Services are available for Subscribing Entity use by the total number of minutes in each calendar month and multiplying by 100.
- B. **Network Availability Service Interruption.** A Service Interruption is defined as a complete loss of Network Availability affecting Subscribing Entity's ability to transmit data over the CenturyLink switched Ethernet network. Service Interruption Time is defined as the total time in a calendar month that Subscribing Entity's Ethernet circuit is unable to transmit or receive data due to core transport failure. Service Interruption Time does not include interruptions of less than 20 consecutive minutes in duration, time attributed to Subscribing Entity's delay in responding to CenturyLink's requests for assistance to repair a Service Interruption, or the exclusions listed below.
- C. CenturyLink Data Services, Advanced Network Services ("ANS") personnel proactively monitor the CenturyLink switched Ethernet network to ensure that the network is performing at optimal levels 24 hours per day, 365 days per year. CenturyLink monitors the core network from central office to central office and monitors the Ethernet links between the CenturyLink central office and E-NID on the Subscribing Entity's premise. The E-NID collects critical data keeping ANS personnel apprised of the overall integrity of last mile connection. Any failure to communicate with the E-NID at the Subscribing Entity's premise will initiate the trouble isolation and repair process and ANS will begin trouble shooting the problem.
- (1) In the event of a Service Interruption at the Subscribing Entity's premise, ANS personnel will contact Subscribing Entity within 30 minutes providing them a trouble ticket number and a status. ANS will provide Subscribing Entity notification and status updates every two (2) hours until the problem is resolved. In the event the Service Interruption is the result of a hardware failure from

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the E-NID, CenturyLink will dispatch a repair technician to the affected Subscribing Entity site to repair or replace the E-NID. Subscribing Entity must provide CenturyLink with its current, accurate contact information, including Subscribing Entity's designated representative and its hours of business operation, at all times. Subscribing Entity's designated representative can contact the ANS operation center at anytime by calling 800-603-8044 or 407-741-0500.

- (2) In the event of a Service Interruption affecting, at a minimum, a Metro Area within the CenturyLink switched Ethernet network beyond the Subscribing Entity's premise, CenturyLink will send an automated message to Subscribing Entity regarding the Service Interruption (if Subscribing Entity previously has signed up to receive such automated messages). CenturyLink will send updates to Subscribing Entity regarding such Service Interruption as more information is obtained.
- (D) Service Interruption Time is measured from opening a CenturyLink trouble ticket for the affected circuit until restoring service for the affected circuit, less No Access and Hold Time. A trouble ticket is deemed open when the appropriate CenturyLink personnel receive notification of a trouble. A ticket is deemed restored when the repair agency restores the service and confirms with Subscribing Entity. No Access Time is when CenturyLink has no access to the site and/or personnel at the site. Hold Time is the amount of time between the time Subscribing Entity is notified of the repair and the time when the ticket is closed.

5.3 Service Credit.

- A. If Subscribing Entity believes CenturyLink has missed a commitment in Section 5.2, Subscribing Entity must notify its CenturyLink Account Manager in writing within 15 business days after completion of the measurement period to request a Service Credit. Calculation of the Service Credit will begin upon notification.
- B. Upon CenturyLink's verification of the underperformance, CenturyLink will issue a Service Credit to Subscribing Entity for the affected site.
- C. The methodology used to measure CenturyLink's performance against the applicable SLA is determined by CenturyLink and may be subject to change. CenturyLink will, in good faith, make all final determinations with respect to the existence or occurrence of a Service Interruption and the applicability of any Service Credit.
- D. **Service Credit.** CenturyLink will provide a Service Credit equal to 1/30 of the MRC for the affected site for a Service Interruption of 20 consecutive minutes to one hour in duration plus an additional 1/30 of the MRC for each additional one hour of continuous unavailability.

5.4 Maximum Service Credits.

- A. Service Credits issued in any calendar month under this SLA will not exceed Subscribing Entity's total MRCs for the affected circuit.

5.5 Exclusions. This SLA does not include Service Interruptions caused by:

- A. Failure of any components beyond the core network maintained by CenturyLink such as the failure of any Subscribing Entity-owned and/or maintained equipment or internal wiring on Subscribing Entity's premise, beyond the local telephone company's demarcation device or smart-jack;
- B. Inaccurate, incomplete or changes to previously accepted orders;
- C. Troubles resolved as "No Trouble Found";
- D. Failure of any components that CenturyLink cannot correct because Subscribing Entity is inaccessible;
- E. Subscribing Entity's negligence or willful misconduct or the negligence or willful misconduct of others authorized by Subscribing Entity to use the data services, including without limitation, work repair or maintenance performed on Equipment located on Subscribing Entity's premises by persons other than CenturyLink technicians;
- F. Excused Service Interruptions due to planned and or scheduled maintenance;

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G. Fiber optic cable cuts that are not the fault of CenturyLink.

6. **Early Termination Liability.**

A. **Calculation of Early Termination Liability.** If Subscribing Entity terminates a Product or Service in whole or in part, before expiration and after the Service Acceptance date, of the applicable Order Term (unless due to CenturyLink's material failure), Subscribing Entity will pay the following early termination charges, which represent CenturyLink's reasonable liquidated damages and not a penalty:

- (1) **General Liability.** A lump sum equal to (a) 50% of the applicable monthly charges, multiplied by the number of months remaining in the applicable Order Term, plus (b) a pro rata amount of any waived installation charges, any credits issued (excluding any service level credits issued for any Service outages), and initialization fees waived based upon the number of months remaining in the applicable Order Term at the time of termination; and
- (2) **Direct Cost.** The Subscribing Entity must pay for all expenses incurred for services performed by the Service Provider or a third-party specified in the Quote.

B. **Waiver of Early Termination Liability.** With CenturyLink's written approval, Subscribing Entity will not be liable for the early termination liability described in this Section for a Service if Subscribing Entity purchases another Service at the same time with the same or greater monthly recurring charge for an Order Term *at least equal to the greater of: the remaining months in the original Order Term or one year.*