4. <u>Services from Others</u>. Where Service is terminated Off-Net, Customer will provide Level 3 with circuit facility assignment, firm order commitment and the design layout records necessary for Level 3 to make cross-connections to the Off-Net carrier. Level 3's charges assume that Off-Net service: a) will be available from Level 3's selected provider and b) will be terminated at the minimum point of entry (MPOE) pre-determined by the Off-Net provider. If these assumptions are incorrect, additional charges may apply to either the Off Net component or, in the case of MPOE extensions, for inside wiring provided by Level 3. Customer will provide required inside wiring if the Off-Net provider does not or cannot perform required inside wiring.

Service Levels

5. (A) Installation Service Level. Level 3 will exercise commercially reasonable efforts to install any EPL, EVPL and E-Access Service on or before the Customer Commit Date specified for the particular Service. This Installation Service Level shall not apply to delays resulting from (i) incorrect information, equipment, cables or software components specified or supplied by Customer, (ii) Customer-requested changes to Customer Orders after submission and acceptance by Level 3, and (iii) Customer not being ready to receive Service. If an On-Net EPL, EVPL or E-Access Service is not installed by the Customer Commit Date for reasons other than an Excused Outage, Customer shall be entitled to a one-time service credit off of one month's monthly recurring charges ("MRC") (after application of discounts and other special pricing arrangements, if any) for the affected Service as set forth in the following table, calculated as of the time of installation:

Installation Delay Beyond Customer Commit Date	Service Level Credit (% of MRC)
1 – 7 business days	5%
8-14 business days	15%
15-30 business days	25%
Greater than 30 business days	50%

(B) <u>Availability Service Level</u>. In the event that Service becomes Unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC for the affected Service based on the cumulative Unavailability of the Service in a given calendar month as set forth below:

For Protected EPL, EVPL and E-Access Service within North America (On-Net and Off-Net) and Europe (On-Net only) the Availability Service Level is 99.999%:

Cumulative E2E Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 00:00:26 (99.999%)	No Credit
00:00:27 - 00:30:00	10%
00:30:01 - 04:00:00	30%
04:00.01 +	50%

For On-Net Unprotected EPL Service within North America, Europe, Latin America and Service that includes subsea cable the Availability Service Level is 99.1%:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 06:00:00 (99.1%)	No Credit
06:00:01 - 10:00:00	10%
10:00:01 – 18:00:00	30%
18:00:01 +	50%

For On-Net Protected EPL, EVPL and E-Access Service within Latin America and Service that includes subsea cable the Availability Service Level is 99.99%:

Cumulative E2E Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 00:04:23 (99.99%)	No Credit
00:04:24 - 04:00:00	10%
04:00:01 - 12:00:00	30%
12:00:01 +	50%

For Off-Net Protected EPL, EVPL and E-Access Service within Europe, Latin America and Service that includes subsea cable the Availability Service Level is 99.9%

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01-00:43:00 (99.9%)	No Credit
00:43:01 - 04:00:00	10%
04:00:01 - 12:00:00	30%
12:00:01 or greater	50%

For any Unprotected EPL, EVPL or E-Access Service that is outside North America that contains an off-net component, Level 3 will pass-through to Customer any service levels and associated credits (or other express remedies) provided to level 3 by the applicable third party carrier. The Availability Service Level shall not apply to Service interruptions attributable to (i) long -haul international access circuits between a Level 3 point of presence in one country and a Customer premises in a different country, and/or (ii) long-haul connectivity for STM1 and above between Level 3's cable landing station in Costa Rica and either Level 3's POP in San Jose, Costa Rica or Customer's premises in Costa Rica. In the event a Service interruption attributable to a single event results in Unavailability of Service that implicates more than one credit table under this Section 5(B), only one table will be used for purposes of calculating service credits owed for all impacted Services, which shall be the table resulting in the greatest service credit.

(C) <u>Data Delivery, Latency, and Jitter Service Levels</u>. Level 3's Service Levels are set forth below. The Pop to Pop Service Levels are based on monthly average performance between nodes on Level 3's Ethernet network. Customer will be entitled to a service credit (as set forth in Table C below) off of the MRC for the affected Service locations for the Measurement 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 Parameters for the affected Service where such failure is related to Unavailability under Section 5(B) above.

Table A: Pop to PoP*

			Class of Service	
SLA Boundary	Measurement Parameter	Premium Plus/ Premium/ Dedicated (e.g. Voice/Video)	Enhanced Plus/Enhanced (e.g. Critical/Preferred Data)	Basic Plus/ Basic/ Shared (e.g. Default/Bulk Data)
1	Average Packet Delivery	99.99%	99.95%	99.90%
Intra US	Average Two Way Latency	45 ms	45 ms	45 ms
	Jitter (one way)	3 ms	N/A	N/A
	Average Packet Delivery	99.99%	99.95%	99.90%
Intra EU and EU -US	Average Two Way Latency	City Pair	City Pair	City Pair
	Jitter (one way)	<10 ms	N/A	N/A
	Average Packet Delivery	99.90%	99.80%	99.50%
Rest of World	Average Two Way Latency	City Pair	City Pair	City Pair
	Jitter (one way)	Regional	N/A	N/A

^{*}The PoP to PoP service levels are based on monthly average performance between nodes on Level 3's network.

Appendix 1 to this Service Schedule sets forth the "City Pair" Average Round Trip Latency. For city pairs that are not listed in Appendix 1: the following regional metrics apply per Table B.

Table B: Regional Latency

Description	Average Round (millisec	
Trans-Atlantic (London/Amsterdam – New York)	<	95 ms
Intra-United Kingdom	<	25 ms
European network	≤	45 ms
North American Network *	<	65 ms
Pacific (Tokyo – Sacramento, CA)	<	150 ms
Sydney – US West (Sacramento, CA)	<	270 ms
Sydney – Asia (Tokyo)	<	200 ms
Asia – US West (Sacramento, CA)	<	210 ms
South America (Buenos Aires, Sao Paolo, Panama		
City, Santiago, and Miami)	<u> </u>	170 ms
Intra-Asia **	<	140 ms
Intra-India (Tier I PoPs)***	<	70 ms
Intra-India (Tier II PoPs)	<	150 ms
Hong Kong – India (Tier I Po Ps)	<	140 ms
London – India (Tier I PoPs)	<	190 ms
New York – South Africa	<	295 ms
London – South Africa	<	230 ms
Intra-South Africa	<	80 ms

 ^{*} Add 90ms from/to the Mexico PoP

Table C sets out the service credits available to Customer in connection with the Data Delivery, Latency and Jitter Service Levels. The 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. In no event will the credits in any calendar month exceed 100% of the total MRCs (excluding local access) of the affected Service. All approved credits for a given month will be totaled and applied to Customer's next following invoice for the Service or as promptly thereafter as is practical in the event of a dispute. Credits must be requested within 30 calendar days of the end of the month in which entitlement to credit arose.

^{** &#}x27;Intra-Asia' is defined as: Hong Kong, Kuala Lumpur, Manila, Jakarta, Taipei, Tokyo, Seoul and Singapore; excluding Australia
*** India Tier I Cities are: Delhi, Mumbai, Chennai, Bangalore, Hyderabad, Gurgaon, Pune and Cochin, all others are Tier 2

Table C. Service Level Credits - Data Delivery, Latency and Jitter

Monthly Service Parameter	Service Level Credit
Data Delivery	10%
Latency	10%
Jitter	10%

6. <u>Chronic Outage</u>. As its sole remedy, Customer may elect to terminate an affected EVPL Service or a Protected or Unprotected EPL or E-Access Service (excluding any EPL Service provided in Latin America) prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage: (a) a Protected Service is Unavailable for more than 1 consecutive hour in each of 3 consecutive calendar months, or for more than 24 hours in the aggregate in any calendar months, or for more than 42 hours in the aggregate in any calendar month. The termination right must be exercised within 30 days of the event giving rise to it.

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3 =	46	119	272	133	350	38	37	244	302	308	196	229	229	180	121	169	107	38	159	285	4	38	105		100	138	127	226	298	42	2	177	38	240	42	254	142	133	142	260	22	32	49	128	153	147	29	118	129	253	3 17	350	2	303	40	125	177	29	MUN1	Munich, Germany
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3 9	3 3	99	248	112	37.4	47	16	223	279	279	177	206	206	157	100	140	86	Mary or Son	139	255	38	18	86	86	38	119	200	107	207	17	23	150	16	175	20	230	124	242	110	251	77	3 3	29	110	135	123	29	99	110	235	12	9 8	188	203	7	106	150	17	CDG2	Paris, France

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Appendix 1 - SLA Matrix Notes:

- 4. This latency table applies to Level 3 customers who have ordered services under the Level 3 EPL EVPL Service Schedule (Version, February 2, 2015). Level 3 reserves the right to change the figures in this table at any time.
- 5. All Round-Trip latency figures in Appendix 1 are Provider Edge (PE) to Provider Edge (PE), exclude local loop performance, and are shown in milliseconds (ms). Provider Edge is the MPLS network PoP that Customer will connect into where the Ethernet configuration is applied.
- 6. If two or more customer locations are provisioned via the same VPN PoP, the PoP to PoP latency guarantee between those locations is 5ms, except for PoPs in U.S. where the regional SLA applies.

SNLAN Services Pricing

Port

Port Speed		MF	RC .	
Mbps	1-Yr	2-Yr	3-Yr	5-Yr
10/100	\$229	\$207	\$195	\$183
1000	\$353	\$317	\$300	\$282
10000	\$529	\$476	\$450	\$423

(Prices are per Service per One Port)
(One Port is required for each location where NLAN service is offered)

Basic Enterprise SNLAN

Mbps		MF	RC	
Minha	1-Yr	2-Yr	3-Yr	5-Yr
2	\$35	\$32	\$30	\$28
4	\$71	\$63	\$60	\$56
6	\$106	\$95	\$90	\$85
8	\$141	\$127	\$120	\$113
10	\$176	\$159	\$150	\$141
15	\$199	\$179	\$170	\$160
20	\$223	\$200	\$189	\$178
25	\$246	\$221	\$209	\$197
30	\$269	\$242	\$228	\$215
35	\$292	\$263	\$248	\$234
40	\$315	\$284	\$268	\$252
45	\$338	\$304	\$287	\$271
50	\$361	\$325	\$307	\$289
55	\$384	\$346	\$327	\$308
60	\$408	\$367	\$346	\$326
65	\$431	\$388	\$366	\$344
70	\$454	\$408	\$386	\$363
75	\$477	\$429	\$405	\$381
80	\$500	\$450	\$425	\$400
85	\$523	\$471	\$445	\$418
90	\$546	\$492	\$464	\$437
95	\$569	\$512	\$484	\$455
100	\$592	\$533	\$504	\$474
150	\$628	\$566	\$534	\$503
200	\$664	\$598	\$565	\$532
250	\$700	\$630	\$595	\$560
300	\$736	\$663	\$626	\$589
350	\$772	\$695	\$656	\$618
400	\$808	\$727	\$687	\$647
450	\$844	\$760	\$718	\$675

Mbps		MI	RC	
Muha	1-Yr	2-Yr	3-Yr	5-Yr
500	\$880	\$792	\$748	\$704
550	\$916	\$825	\$779	\$733
600	\$952	\$857	\$809	\$762
650	\$988	\$889	\$840	\$790
700	\$1,024	\$922	\$870	\$819
750	\$1,060	\$954	\$901	\$848
800	\$1,096	\$986	\$932	\$877
850	\$1,132	\$1,019	\$962	\$906
900	\$1,168	\$1,051	\$993	\$934
950	\$1,204	\$1,084	\$1,023	\$963
1000	\$1,234	\$1,111	\$1,049	\$987
2000	\$2,257	\$2,031	\$1,918	\$1,806
3000	\$2,634	\$2,370	\$2,239	\$2,107
4000	\$3,010	\$2,709	\$2,559	\$2,408
5000	\$3,387	\$3,048	\$2,879	\$2,709
6000	\$3,763	\$3,387	\$3,199	\$3,011

VLAN Tag

Mbps		М	RC	
III.SPS	1-Yr	2-Yr	3-Yr	5-Yr
Each	\$12	\$12	\$12	\$12

E-Line Services Pricing

E-Line UNI - Basic & Dedicated

Mbps		MR	RC .	
	1-Yr	2-Yr	3-Yr	5-Yr
100	\$244.33	\$219.90	\$195.47	\$171.03
1000	\$375.31	\$337.78	\$300.25	\$262.72
10000	\$561.71	\$505.54	\$449.37	\$393.20

Metro EVPL - Basic

Mbps		MF	RC	5-Yr \$36.60 \$59.95 \$83.31 \$106.67 \$130.03 \$151.89			
	1-Yr	2-Yr	3-Yr	5-Yr			
2	\$52.28	\$47.05	\$41.82	\$36.60			
4	\$85.65	\$77.08	\$68.52	\$59.95			
6	\$119.02	\$107.12	\$95.22	\$83.31			
8	\$152.39	\$137.15	\$121.91	\$106.67			
10	\$185.76	\$167.18	\$148.61	\$130.03			
15	\$216.99	\$195.29	\$173.59	\$151.89			
20	\$248.22	\$223.39	\$198.57	\$173.75			
25	\$279.44	\$251.50	\$223.55	\$195.61			
30	\$310.66	\$279.60	\$248.53	\$217.47			
35	\$341.89	\$307.70	\$273.51	\$239.32			
40	\$373.11	\$335.80	\$298.49	\$261.18			
45	\$404.34	\$363.90	\$323.47	\$283.04			
50	\$435.56	\$392.01	\$348.45	\$304.89			
55	\$466.79	\$420.11	\$373.43	\$326.75			
60	\$498.01	\$448.21	\$398.41	\$348.61			
65	\$529.23	\$476.31	\$423.39	\$370.46			
70	\$560.46	\$504.41	\$448.37	\$392.32			
75	\$591.68	\$532.51	\$473.35	\$414.18			
80	\$622.91	\$560.62	\$498.33	\$436.03			
85	\$654.13	\$588.72	\$523.30	\$457.89			
90	\$685.36	\$616.82	\$548.28	\$479.75			
95	\$716.58	\$644.92	\$573.26	\$501.61			
100	\$747.80	\$673.02	\$598.24	\$523.46			
150	\$831.08	\$747.97	\$664.86	\$581.75			
200	\$914.36	\$822.92	\$731.48	\$640.05			
250	\$997.63	\$897.87	\$798.11	\$698.34			
300	\$1,080.91	\$972.82	\$864.73	\$756.64			
350	\$1,164.19	\$1,047.77	\$931.36	\$814.94			
400	\$1,247.47	\$1,122.73	\$997.98	\$873.23			
450	\$1,330.75	\$1,197.68	\$1,064.60	\$931.53			
500	\$1,414.03	\$1,272.63	\$1,131.23	\$989.82			
550	\$1,497.31	\$1,347.58	\$1,197.85	\$1,048.12			
600	\$1,580.59	\$1,422.53	\$1,264.47	\$1,106.41			
650	\$1,663.87	\$1,497.48	\$1,331.10	\$1,164.71			
700	\$1,747.15	\$1,572.44	\$1,397.72	\$1,223.01			
750	\$1,830.43	\$1,647.39	\$1,464.34	\$1,281.30			
800	\$1,913.71	\$1,722.34	\$1,530.97	\$1,339.60			
850	\$1,996.99	\$1,797.29	\$1,597.59	\$1,397.89			

Mb		M	RC	
Mbps	1-Yr	2-Yr	3-Yr	5-Yr
900	\$2,080.27	\$1,872.24	\$1,664.22	\$1,456.19
950	\$2,163.55	\$1,947.19	\$1,730.84	\$1,514.48
1000	\$2,246.83	\$2,022.15	\$1,797.46	\$1,572.78
2000	\$2,996.36	\$2,696.73	\$2,397.09	\$2,097.45
3000	\$3,745.87	\$3,371.29	\$2,996.70	\$2,622.11
4000	\$4,495.39	\$4,045.85	\$3,596.31	\$3,146.77
5000	\$5,244.90	\$4,720.41	\$4,195.92	\$3,671.43
6000	\$5,994.41	\$5,394.97	\$4,795.53	\$4,196.09

Metro EVPL - Enhanced

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Mbps	1-Yr	2-Yr	3-Yr	5-Yr			
2	\$57.51	\$51.76	\$46.01	\$40.25			
4	\$94.21	\$84.79	\$75.37	\$65.95			
6	\$130.92	\$117.83	\$104.74	\$91.65			
8	\$167.63	\$150.87	\$134.10	\$117.34			
10	\$204.34	\$183.90	\$163.47	\$143.04			
15	\$238.69	\$214.82	\$190.95	\$167.08			
20	\$273.04	\$245.73	\$218.43	\$191.13			
25	\$307.38	\$276.65	\$245.91	\$215.17			
30	\$341.73	\$307.56	\$273.39	\$239.21			
35	\$376.08	\$338.47	\$300.86	\$263.25			
40	\$410.42	\$369.38	\$328.34	\$287.30			
45	\$444.77	\$400.29	\$355.82	\$311.34			
50	\$479.12	\$431.21	\$383.29	\$335.38			
55	\$513.46	\$462.12	\$410.77	\$359.43			
60	\$547.81	\$493.03	\$438.25	\$383.47			
65	\$582.16	\$523.94	\$465.73	\$407.51			
70	\$616.50	\$554.85	\$493.20	\$431.55			
75	\$650.85	\$585.77	\$520.68	\$455.60			
80	\$685.20	\$616.68	\$548.16	\$479.64			
85	\$719.54	\$647.59	\$575.64	\$503.68			
90	\$753.89	\$678.50	\$603.11	\$527.72			
95	\$788.24	\$709.41	\$630.59	\$551.77			
100	\$822.58	\$740.33	\$658.07	\$575.81			
150	\$914.18	\$822.76	\$731.35	\$639.93			
200	\$1,005.79	\$905.21	\$804.63	\$704.05			
250	\$1,097.40	\$987.66	\$877.92	\$768.18			
300	\$1,189.01	\$1,070.11	\$951.20	\$832.30			
350	\$1,280.61	\$1,152.55	\$1,024.49	\$896.43			
400	\$1,372.22	\$1,235.00	\$1,097.78	\$960.55			
450	\$1,463.83	\$1,317.45	\$1,171.06	\$1,024.68			
500	\$1,555.44	\$1,399.89	\$1,244.35	\$1,088.81			
550	\$1,647.04	\$1,482.34	\$1,317.63	\$1,152.93			
600	\$1,738.65	\$1,564.79	\$1,390.92	\$1,217.06			
650	\$1,830.26	\$1,647.23	\$1,464.21	\$1,281.18			
700	\$1,921.87	\$1,729.68	\$1,537.49	\$1,345.31			
750	\$2,013.47	\$1,812.13	\$1,610.78	\$1,409.43			

Mhno	CALL THE SECURITY OF THE SECUR	Mi	RC	
Mbps	1-Yr	2-Yr	3-Yr	5-Yr
800	\$2,105.08	\$1,894.57	\$1,684.07	\$1,473.56
850	\$2,196.69	\$1,977.02	\$1,757.35	\$1,537.68
900	\$2,288.30	\$2,059.47	\$1,830.64	\$1,601.81
950	\$2,379.90	\$2,141.91	\$1,903.92	\$1,665.93
1000	\$2,471.51	\$2,224.36	\$1,977.21	\$1,730.06
2000	\$3,296.00	\$2,966.40	\$2,636.80	\$2,307.20
3000	\$4,120.46	\$3,708.42	\$3,296.37	\$2,884.32
4000	\$4,944.92	\$4,450.43	\$3,955.94	\$3,461.45
5000	\$5,769.39	\$5,192.45	\$4,615.51	\$4,038.57
6000	\$6,593.85	\$5,934.46	\$5,275.08	\$4,615.69

Metro EVPL - Dedicated

		MF	RC	
Mbps	1-Yr	2-Yr	3-Yr	5-Yr
2	\$65.35	\$58.81	\$52.28	\$45.74
4	\$107.06	\$96.36	\$85.65	\$74.94
6	\$148.77	\$133.90	\$119.02	\$104.14
8	\$190.49	\$171.44	\$152.39	\$133.34
10	\$232.22	\$209.00	\$185.78	\$162.56
15	\$271.24	\$244.12	\$216.99	\$189.87
20	\$310.27	\$279.24	\$248.21	\$217.19
25	\$349.29	\$314.37	\$279.44	\$244.51
30	\$388.32	\$349.49	\$310.66	\$271.83
35	\$427.35	\$384.62	\$341.88	\$299.15
40	\$466.38	\$419.74	\$373.10	\$326.46
45	\$505.41	\$454.86	\$404.32	\$353.78
50	\$544.43	\$489.99	\$435.55	\$381.10
55	\$583.46	\$525.11	\$466.77	\$408.42
60	\$622.49	\$560.24	\$497.99	\$435.74
65	\$661.52	\$595.36	\$529.21	\$463.06
70	\$700.54	\$630.49	\$560.44	\$490.38
75	\$739.57	\$665.61	\$591.66	\$517.70
80	\$778.60	\$700.74	\$622.88	\$545.02
85	\$817.63	\$735.86	\$654.10	\$572.34
90	\$856.65	\$770.99	\$685.32	\$599.66
95	\$895.68	\$806.11	\$716.55	\$626.98
100	\$934.71	\$841.24	\$747.77	\$654.30
150	\$1,038.85	\$934.96	\$831.08	\$727.19
200	\$1,142.95	\$1,028.65	\$914.36	\$800.06
250	\$1,247.05	\$1,122.34	\$997.64	\$872.93
300	\$1,351.15	\$1,216.03	\$1,080.92	\$945.80
350	\$1,455.25	\$1,309.72	\$1,164.20	\$1,018.67
400	\$1,559.35	\$1,403.42	\$1,247.48	\$1,091.55
450	\$1,663.45	\$1,497.11	\$1,330.76	\$1,164.42
500	\$1,767.55	\$1,590.80	\$1,414.04	\$1,237.29
550	\$1,871.65	\$1,684.49	\$1,497.32	\$1,310.16
600	\$1,975.75	\$1,778.18	\$1,580.60	\$1,383.03
650	\$2,079.85	\$1,871.87	\$1,663.88	\$1,455.90

Mhno		MF	RC	
Mbps	1-Yr	2-Yr	3-Yr	5-Yr
700	\$2,183.95	\$1,965.56	\$1,747.16	\$1,528.77
750	\$2,288.06	\$2,059.25	\$1,830.44	\$1,601.64
800	\$2,392.16	\$2,152.94	\$1,913.72	\$1,674.51
850	\$2,496.26	\$2,246.63	\$1,997.01	\$1,747.38
900	\$2,600.36	\$2,340.32	\$2,080.29	\$1,820.25
950	\$2,704.46	\$2,434.01	\$2,163.57	\$1,893.12
1000	\$2,808.56	\$2,527.70	\$2,246.85	\$1,965.99
2000	\$3,995.24	\$3,595.72	\$3,196.20	\$2,796.67
3000	\$5,181.92	\$4,663.73	\$4,145.54	\$3,627.35
4000	\$6,368.60	\$5,731.74	\$5,094.88	\$4,458.02
5000	\$7,555.28	\$6,799.76	\$6,044.23	\$5,288.70

Metro EPL

Mbps		MRC				
	1-Yr	2-Yr	3-Yr	5-Yr		
2	\$67.96	\$61.17	\$54.37	\$47.57		
4	\$111.34	\$100.21	\$89.08	\$77.94		
6	\$154.73	\$139.25	\$123.78	\$108.31		
8	\$198.11	\$178.30	\$158.49	\$138.67		
10	\$241.50	\$217.35	\$193.20	\$169.05		
15	\$282.09	\$253.88	\$225.67	\$197.46		
20	\$322.68	\$290.41	\$258.14	\$225.88		
25	\$363.27	\$326.94	\$290.62	\$254.29		
30	\$403.86	\$363.48	\$323.09	\$282.70		
35	\$444.45	\$400.01	\$355.56	\$311.12		
40	\$485.05	\$436.54	\$388.04	\$339.53		
45	\$525.64	\$473.07	\$420.51	\$367.95		
50	\$566.23	\$509.61	\$452.98	\$396.36		
55	\$606.82	\$546.14	\$485.46	\$424.77		
60	\$647.41	\$582.67	\$517.93	\$453.19		
65	\$688.00	\$619.20	\$550.40	\$481.60		
70	\$728.60	\$655.74	\$582.88	\$510.02		
75	\$769.19	\$692.27	\$615.35	\$538.43		
80	\$809.78	\$728.80	\$647.82	\$566.85		
85	\$850.37	\$765.33	\$680.30	\$595.26		
90	\$890.96	\$801.87	\$712.77	\$623.67		
95	\$931.55	\$838.40	\$745.24	\$652.09		
100	\$972.14	\$874.92	\$777.71	\$680.50		
150	\$1,080.40	\$972.36	\$864.32	\$756.28		
200	\$1,188.66	\$1,069.80	\$950.93	\$832.06		
250	\$1,296.93	\$1,167.23	\$1,037.54	\$907.85		
300	\$1,405.19	\$1,264.67	\$1,124.15	\$983.63		
350	\$1,513.45	\$1,362.11	\$1,210.76	\$1,059.42		
400	\$1,621.72	\$1,459.54	\$1,297.37	\$1,135.20		
450	\$1,729.98	\$1,556.98	\$1,383.98	\$1,210.99		
500	\$1,838.24	\$1,654.42	\$1,470.59	\$1,286.77		
550	\$1,946.51	\$1,751.86	\$1,557.21	\$1,362.55		
600	\$2,054.77	\$1,849.29	\$1,643.82	\$1,438.34		

Mhna	MRC MRC				
Mbps	1-Yr	2-Yr	3-Yr	5-Yr	
650	\$2,163.03	\$1,946.73	\$1,730.43	\$1,514.12	
700	\$2,271.30	\$2,044.17	\$1,817.04	\$1,589.91	
750	\$2,379.56	\$2,141.60	\$1,903.65	\$1,665.69	
800	\$2,487.82	\$2,239.04	\$1,990.26	\$1,741.48	
850	\$2,596.09	\$2,336.48	\$2,076.87	\$1,817.26	
900	\$2,704.35	\$2,433.91	\$2,163.48	\$1,893.04	
950	\$2,812.61	\$2,531.35	\$2,250.09	\$1,968.83	
1000	\$2,920.90	\$2,628.81	\$2,336.72	\$2,044.63	
2000	\$3,895.26	\$3,505.74	\$3,116.21	\$2,726.68	
3000	\$4,869.63	\$4,382.67	\$3,895.70	\$3,408.74	

Intra/Inter Market EVPL - Basic

Miles		MI	RC		
Mbps	1-Yr	2-Yr	3-Yr	5-Yr	
2	\$67.96	\$61.17	\$54.37	\$47.57	
4	\$111.34	\$100.21	\$89.08	\$77.94	
6	\$154.73	\$139.25	\$123.78	\$108.31	
8	\$198.11	\$178.30	\$158.49	\$138.67	
10	\$241.49	\$217.34	\$193.19	\$169.04	
15	\$282.09	\$253.88	\$225.67	\$197.46	
20	\$322.68	\$290.41	\$258.15	\$225.88	
25	\$363.27	\$326.95	\$290.62	\$254.29	
30	\$403.86	\$363.48	\$323.09	\$282.71	
35	\$444.46	\$400.01	\$355.56	\$311.12	
40	\$485.05	\$436.54	\$388.04	\$339.53	
45	\$525.64	\$473.07	\$420.51	\$367.95	
50	\$566.23	\$509.61	\$452.98	\$396.36	
55	\$606.82	\$546.14	\$485.46	\$424.78	
60	\$647.41	\$582.67	\$517.93	\$453.19	
65	\$688.00	\$619.20	\$550.40	\$481.60	
70	\$728.60	\$655.74	\$582.88	\$510.02	
75	\$769.19	\$692.27	\$615.35	\$538.43	
80	\$809.78	\$728.80	\$647.82	\$566.85	
85	\$850.37	\$765.33	\$680.30	\$595.26	
90	\$890.96	\$801.87	\$712.77	\$623.67	
95	\$931.55	\$838.40	\$745.24	\$652.09	
100	\$972.14	\$874.93	\$777.72	\$680.50	
150	\$1,080.40	\$972.36	\$864.32	\$756.28	
200	\$1,188.66	\$1,069.80	\$950.93	\$832.06	
250	\$1,296.93	\$1,167.23	\$1,037.54	\$907.85	
300	\$1,405.19	\$1,264.67	\$1,124.15	\$983.63	
350	\$1,513.45	\$1,362.11	\$1,210.76	\$1,059.42	
400	\$1,621.72	\$1,459.54	\$1,297.37	\$1,135.20	
450	\$1,729.98	\$1,556.98	\$1,383.98	\$1,210.99	
500	\$1,838.24	\$1,654.42	\$1,470.59	\$1,286.77	
550	\$1,946.51	\$1,751.86	\$1,557.20	\$1,362.55	
600	\$2,054.77	\$1,849.29	\$1,643.82	\$1,438.34	
650	\$2,163.03	\$1,946.73	\$1,730.43	\$1,514.12	

		Mi	RC	
Mbps	1-Yr	2-Yr	3-Yr	5-Yr
700	\$2,271.30	\$2,044.17	\$1,817.04	\$1,589.91
750	\$2,379.56	\$2,141.60	\$1,903.65	\$1,665.69
800	\$2,487.82	\$2,239.04	\$1,990.26	\$1,741.48
850	\$2,596.09	\$2,336.48	\$2,076.87	\$1,817.26
900	\$2,704.35	\$2,433.92	\$2,163.48	\$1,893.05
950	\$2,812.61	\$2,531.35	\$2,250.09	\$1,968.83
1000	\$2,920.88	\$2,628.79	\$2,336.70	\$2,044.61
2000	\$3,762.02	\$3,385.82	\$3,009.62	\$2,633.42
3000	\$4,603.17	\$4,142.85	\$3,682.53	\$3,222.22
4000	\$5,444.31	\$4,899.88	\$4,355.45	\$3,811.02
5000	\$6,285.46	\$5,656.91	\$5,028.37	\$4,399.82
6000	\$7,126.60	\$6,413.94	\$5,701.28	\$4,988.62

Intra/Inter Market EVPL - Enhanced

Mbps	MRC				
Mphs	1-Yr	2-Yr	3-Yr	5-Yr	
4	\$122.48	\$110.23	\$97.98	\$85.73	
6	\$170.20	\$153.18	\$136.16	\$119.14	
8	\$217.92	\$196.13	\$174.33	\$152.54	
10	\$265.64	\$239.07	\$212.51	\$185.95	
15	\$310.30	\$279.27	\$248.24	\$217.21	
20	\$354.95	\$319.45	\$283.96	\$248.46	
25	\$399.60	\$359.64	\$319.68	\$279.72	
30	\$444.25	\$399.83	\$355.40	\$310.98	
35	\$488.90	\$440.01	\$391.12	\$342.23	
40	\$533.55	\$480.20	\$426.84	\$373.49	
45	\$578.20	\$520.38	\$462.56	\$404.74	
50	\$622.85	\$560.57	\$498.28	\$436.00	
55	\$667.50	\$600.75	\$534.00	\$467.25	
60	\$712.15	\$640.94	\$569.72	\$498.51	
65	\$756.80	\$681.12	\$605.44	\$529.76	
70	\$801.46	\$721.31	\$641.16	\$561.02	
75	\$846.11	\$761.50	\$676.88	\$592.27	
80	\$890.76	\$801.68	\$712.61	\$623.53	
85	\$935.41	\$841.87	\$748.33	\$654.79	
90	\$980.06	\$882.05	\$784.05	\$686.04	
95	\$1,024.71	\$922.24	\$819.77	\$717.30	
100	\$1,069.36	\$962.42	\$855.49	\$748.55	
150	\$1,188.44	\$1,069.59	\$950.75	\$831.91	
200	\$1,307.53	\$1,176.78	\$1,046.02	\$915.27	
250	\$1,426.62	\$1,283.96	\$1,141.29	\$998.63	
300	\$1,545.71	\$1,391.14	\$1,236.57	\$1,082.00	
350	\$1,664.80	\$1,498.32	\$1,331.84	\$1,165.36	
400	\$1,783.89	\$1,605.50	\$1,427.11	\$1,248.72	
450	\$1,902.98	\$1,712.68	\$1,522.38	\$1,332.08	
500	\$2,022.07	\$1,819.86	\$1,617.65	\$1,415.45	
550	\$2,141.16	\$1,927.04	\$1,712.93	\$1,498.81	
600	\$2,260.25	\$2,034.22	\$1,808.20	\$1,582.17	

Mhna		MI	RC	
Mbps	1-Yr	2-Yr	3-Yr	5-Yr
650	\$2,379.34	\$2,141.40	\$1,903.47	\$1,665.54
700	\$2,498.43	\$2,248.58	\$1,998.74	\$1,748.90
750	\$2,617.52	\$2,355.76	\$2,094.01	\$1,832.26
800	\$2,736.61	\$2,462.95	\$2,189.28	\$1,915.62
850	\$2,855.70	\$2,570.13	\$2,284.56	\$1,998.99
900	\$2,974.79	\$2,677.31	\$2,379.83	\$2,082.35
950	\$3,093.88	\$2,784.49	\$2,475.10	\$2,165.71
1000	\$3,212.97	\$2,891.67	\$2,570.37	\$2,249.08
2000	\$4,138.22	\$3,724.40	\$3,310.58	\$2,896.76
3000	\$5,063.48	\$4,557.14	\$4,050.79	\$3,544.44
4000	\$5,988.74	\$5,389.87	\$4,791.00	\$4,192.12
5000	\$6,914.00	\$6,222.60	\$5,531.20	\$4,839.80
6000	\$7,839.26	\$7,055.34	\$6,271.41	\$5,487.48

Intra/Inter Market EVPL - Dedicated

Mbps	MRC				
Moba	1-Yr	2-Yr	3-Yr	5-Yr	
2	\$84.95	\$76.46	\$67.96	\$59.47	
4	\$139.18	\$125.26	\$111.34	\$97.43	
6	\$193.41	\$174.07	\$154.73	\$135.38	
8	\$247.65	\$222.88	\$198.12	\$173.35	
10	\$301.88	\$271.69	\$241.50	\$211.32	
15	\$352.61	\$317.35	\$282.09	\$246.83	
20	\$403.36	\$363.02	\$322.68	\$282.35	
25	\$454.10	\$408.69	\$363.28	\$317.87	
30	\$504.84	\$454.35	\$403.87	\$353.39	
35	\$555.58	\$500.02	\$444.46	\$388.90	
40	\$606.32	\$545.69	\$485.05	\$424.42	
45	\$657.06	\$591.35	\$525.65	\$459.94	
50	\$707.80	\$637.02	\$566.24	\$495.46	
55	\$758.54	\$682.69	\$606.83	\$530.98	
60	\$809.28	\$728.35	\$647.42	\$566.50	
65	\$860.02	\$774.02	\$688.02	\$602.01	
70	\$910.76	\$819.68	\$728.61	\$637.53	
75	\$961.50	\$865.35	\$769.20	\$673.05	
80	\$1,012.24	\$911.02	\$809.79	\$708.57	
85	\$1,062.98	\$956.68	\$850.39	\$744.09	
90	\$1,113.72	\$1,002.35	\$890.98	\$779.61	
95	\$1,164.46	\$1,048.02	\$931.57	\$815.12	
100	\$1,215.20	\$1,093.68	\$972.16	\$850.64	
150	\$1,350.50	\$1,215.45	\$1,080.40	\$945.35	
200	\$1,485.83	\$1,337.25	\$1,188.66	\$1,040.08	
250	\$1,621.16	\$1,459.04	\$1,296.93	\$1,134.81	
300	\$1,756.49	\$1,580.84	\$1,405.19	\$1,229.54	
350	\$1,891.82	\$1,702.64	\$1,513.45	\$1,324.27	
400	\$2,027.15	\$1,824.43	\$1,621.72	\$1,419.00	
450	\$2,162.48	\$1,946.23	\$1,729.98	\$1,513.74	
500	\$2,297.81	\$2,068.03	\$1,838.25	\$1,608.47	

		MI	RC	
Mbps	1-Yr	2-Yr	3-Yr	5-Yr
550	\$2,433.14	\$2,189.82	\$1,946.51	\$1,703.20
600	\$2,568.47	\$2,311.62	\$2,054.77	\$1,797.93
650	\$2,703.80	\$2,433.42	\$2,163.04	\$1,892.66
700	\$2,839.13	\$2,555.22	\$2,271.30	\$1,987.39
750	\$2,974.46	\$2,677.01	\$2,379.57	\$2,082.12
800	\$3,109.79	\$2,798.81	\$2,487.83	\$2,176.85
850	\$3,245.12	\$2,920.61	\$2,596.09	\$2,271.58
900	\$3,380.45	\$3,042.40	\$2,704.36	\$2,366.31
950	\$3,515.78	\$3,164.20	\$2,812.62	\$2,461.04
1000	\$3,651.11	\$3,286.00	\$2,920.89	\$2,555.78
2000	\$4,993.98	\$4,494.59	\$3,995.19	\$3,495.79
3000	\$6,336.84	\$5,703.15	\$5,069.47	\$4,435.79
4000	\$7,679.69	\$6,911.72	\$6,143.75	\$5,375.78
5000	\$9,022.54	\$8,120.29	\$7,218.03	\$6,315.78

Intra/Inter Market EPL

		MF	RC ST		
Mbps	1-Yr	2-Yr	3-Yr	5-Yr	
2	\$88.35	\$79.52	\$70.68	\$61.85	
4	\$144.76	\$130.28	\$115.80	\$101.33	
6	\$201.16	\$181.04	\$160.92	\$140.81	
8	\$257.56	\$231.80	\$206.05	\$180.29	
10	\$313.95	\$282.56	\$251.16	\$219.77	
15	\$366.72	\$330.05	\$293.38	\$256.70	
20	\$419.49	\$377.54	\$335.59	\$293.64	
25	\$472.25	\$425.03	\$377.80	\$330.58	
30	\$525.02	\$472.52	\$420.01	\$367.51	
35	\$577.78	\$520.01	\$462.23	\$404.45	
40	\$630.55	\$567.49	\$504.44	\$441.38	
45	\$683.32	\$614.98	\$546.65	\$478.32	
50	\$736.08	\$662.47	\$588.87	\$515.26	
55	\$788.85	\$709.96	\$631.08	\$552.19	
60	\$841.61	\$757.45	\$673.29	\$589.13	
65	\$894.38	\$804.94	\$715.50	\$626.07	
70	\$947.15	\$852.43	\$757.72	\$663.00	
75	\$999.91	\$899.92	\$799.93	\$699.94	
80	\$1,052.68	\$947.41	\$842.14	\$736.88	
85	\$1,105.45	\$994.90	\$884.36	\$773.81	
90	\$1,158.21	\$1,042.39	\$926.57	\$810.75	
95	\$1,210.98	\$1,089.88	\$968.78	\$847.68	
100	\$1,263.77	\$1,137.39	\$1,011.02	\$884.64	
150	\$1,404.52	\$1,264.07	\$1,123.61	\$983.16	
200	\$1,545.27	\$1,390.74	\$1,236.21	\$1,081.69	
250	\$1,686.01	\$1,517.41	\$1,348.81	\$1,180.21	
300	\$1,826.76	\$1,644.08	\$1,461.41	\$1,278.73	
350	\$1,967.51	\$1,770.76	\$1,574.01	\$1,377.26	
400	\$2,108.26	\$1,897.43	\$1,686.60	\$1,475.78	
450	\$2,249.00	\$2,024.10	\$1,799.20	\$1,574.30	

NAL.		MI	RC	
Mbps	1-Yr	2-Yr	3-Yr	5-Yr
500	\$2,389.75	\$2,150.78	\$1,911.80	\$1,672.83
550	\$2,530.50	\$2,277.45	\$2,024.40	\$1,771.35
600	\$2,671.25	\$2,404.12	\$2,137.00	\$1,869.87
650	\$2,811.99	\$2,530.79	\$2,249.60	\$1,968.40
700	\$2,952.74	\$2,657.47	\$2,362.19	\$2,066.92
750	\$3,093.49	\$2,784.14	\$2,474.79	\$2,165.44
800	\$3,234.24	\$2,910.81	\$2,587.39	\$2,263.97
850	\$3,374.98	\$3,037.49	\$2,699.99	\$2,362.49
900	\$3,515.73	\$3,164.16	\$2,812.59	\$2,461.01
950	\$3,656.48	\$3,290.83	\$2,925.18	\$2,559.54
1000	\$3,797.19	\$3,417.48	\$3,037.76	\$2,658.04
2000	\$4,890.68	\$4,401.61	\$3,912.54	\$3,423.48
3000	\$5,984.16	\$5,385.75	\$4,787.33	\$4,188.91

Level 3® eLynk Service

Service Description

A. eLynk Virtual Connection® to a Cloud Provider ("eVC") and eLynk Interconnection® to a Cloud Provider ("eLynk Interconnection"). eVC is a point-to-point Layer 2 Ethernet service offered between two IEEE-compliant User Network Interfaces (each a "UNI"). One UNI is purchased by Customer and located on Customer's premises and the other UNI (the "eLynk Interface®") is located at the premises of, and/or controlled by, a specific application provider or data center ("Cloud Provider"). The demarcation point of each eLynk Interface shall be the Level 3-designated physical interface located at the Cloud Provider's premises. Customer is solely responsible for obtaining from the relevant Cloud Provider, delivering to Level 3, and maintaining any necessary letters of authorization or permissions to connect to each eLynk Interface and the Cloud Provider's services. eLynk Interconnection is a point-to-point Layer 2 Ethernet service offered between two eLynk Interfaces. Customer is solely responsible for ensuring its ability to conform to each applicable Cloud Provider's specifications for eVC and eLynk Interconnection Services.

The eVC and eLynk Interconnection are available in various bandwidth increments ranging between 2Mbps to 10Gbps. The UNI is available as a 100Mbps, 1Gbps, or 10Gbps Ethernet port. Level 3 will install a network interface device (NID) at the premise of each UNI. eVCs may be ordered as a VLAN-based solution with dedicated or shared EVPLs that span between an eLynk interface and a UNI or between two eLynk interfaces, which is available at a variety of capacities. The available configuration options for eVC and eLynk Interconnection Services may vary as directed by the applicable Cloud Provider(s).

eVC or eLynk Interconnection Services depend on Level 3's ability to establish and maintain a relationship with the relevant Cloud Provider(s). Customer consents and directs Level 3 to provide to the Cloud Provider certain information about the Service to the extent reasonably necessary to provide such Service, including, but not limited to, Customer's name, type and location of interconnection, technical information required to configure the interconnections (such as VLAN), utilization rate of the Service, as well as information concerning outages, maintenance, and operational status of the Service. Additionally, to the extent that Level 3 reasonably believes that disconnection or suspension of the Service is imminent or if the Service is disconnected or suspended, Customer consents to Level 3 informing the relevant Cloud Provider. Level 3 is not responsible for the technical interoperation of the Cloud Provider's services with the eVC or eLynk Interconnection Service. Customer or Level 3 may terminate eVC or eLynk Interconnection Services without liability in the event that Level 3 loses the ability to continue logical or physical connection to the Cloud Provider as directed by the Cloud Provider.

Customer will separately contract with Cloud Provider for its access to the Cloud Provider. Customer's contractual relationship with the Cloud Provider is completely independent from Customer's contractual relationship with Level 3. Level 3 is not a representative or agent of Cloud Provider, nor is Level 3 responsible for Cloud Provider's performance of its obligations to Customer, or for Cloud Provider's acts or omissions. Level 3 is not responsible to maintain, bill or pay for any service provided to Customer by the Cloud Provider. Similarly, Cloud Provider is not responsible to maintain or pay for the eVC or eLynk Interconnection Service. Any outages or degradation in eVC or eLynk Interconnection Services attributable to the Cloud Provider are deemed Excused Outages.

Level 3 may, in its reasonable discretion, (i) delay or cancel an Order for Services if the Cloud Provider is unable to timely accommodate the Order, and/or (ii) modify or terminate the affected Service if the Cloud Provider modifies or terminates its arrangement with Level 3 in a manner which interferes with Level 3's ability to provide the Service or to do so at the existing price. Level 3 may terminate Customer's Service upon reasonable notice if Level 3 exercises a right to terminate the Cloud Provider's Service for any reason. Level 3 will inform Customer as soon as commercially practicable if this occurs. Likewise, if any such Level 3 modification of Service has a material adverse impact on Customer's ability to utilize a Service or increases the pricing, Customer may terminate the affected Service by providing Level 3 with no less than 30 days prior written notice. If either Party cancels or terminates a Service as permitted in this paragraph, Customer will not be held liable for cancellation or termination charges associated with the affected Service, and any advance payments associated with such Services will be credited to Customer's account or, if Customer has no other Services from Level 3, returned. The ability to terminate an affected Service without termination liability is Customer's sole and exclusive remedy in the event a Cloud Provider modifies or terminates its arrangement with Level 3.

B. eLynk Interface®.

eLynk Interface is an IEEE compliant user network interface ("UNI") that conforms to MEF standards. The eLynk Interface is available as a 1Gbps or 10Gbps Ethernet port and may be ordered with a single or dual handoff. A dual handoff gives Customer two ports, one in an active and one in a standby configuration. An eLynk Interface may be ordered by Customers who are application providers or data centers, situated at their premises and who are connected via an eVC with an IEEE-compliant UNI ordered from Level 3 by third party end users that are customers of both Level 3 and Customer (collectively "e-Lynk End Users" and individually "eLynk End User") to create a point-to-point Layer 2 Ethernet service between the two UNIs at a variety of speed intervals. An eLynk Interface also may be connected via an eLynk Interconnection to another eLynk Interface situated at a third party Cloud Provider's premises to provide connectivity between Customer and the Cloud Provider.

Level 3 shall notify Customer when an eLynk End User desires to connect to the eLynk Interface on Customer's premises. Upon receipt of such notice, Level 3 and Customer shall work together in good faith to exchange information and consents necessary to enable the eLynk End User to make the desired connection. Level 3 will enter into a separate contract with all eLynk End Users for

services provided by Level 3 and Customer will enter into a separate contract with all eLynk End Users for services provided by Customer.

Without liability, Level 3 may hold, delay or cancel pending orders by eLynk End Users due to capacity constraints on the eLynk Interface, acts or omissions of Customer or eLynk End Users, or other factors. The demarcation point of the eLynk Interface shall be the Level 3-designated physical interface located in Level 3's space at the Service address identified in an Order.

Customer consents to Level 3 providing certain information about the eLynk Interface ordered to each connecting eLynk End User, including but not limited to Customer's name and location of interconnection, technical information required to configure for interconnection (such as VLAN), utilization rate of the Service, as well as information concerning outages, performance, maintenance activities, and operational status of the Service.

Customer agrees to use commercially reasonable efforts to provide Level 3 at least 10 business days' advance notice of any maintenance or changes planned by Customer that may impact eLynk End Users. Level 3 may, but is not required to, provide notification of such maintenance or changes to the affected eLynk End Users. Customer agrees to provide Level 3 not less than 30 days' advance notice of disconnection of Service or any modification that may impact the eLynk End Users interconnection with the Service or use of Cloud Provider's service. Level 3 may inform eLynk End Users of any possible modifications.

Unless otherwise agreed to by the Parties, Customer grants Level 3 the right to use Customer's name in contracts, promotional materials and on Level 3's website to inform customers and prospective customers of Level 3's ability to connect to Customer via eLynk. Additionally, subject to Customer's prior approval, Level 3 may use Customer's logos, service marks, trade dress, URL, domain names and/or other business identifiers in promotional materials and on Level 3's website.

Service Levels

A. <u>Availability.</u> "Unavailable" or "Unavailability" means Ethernet port (or the Service directly associated with such port) downtime which is not caused by an Excused Outage.

<u>eLynk</u>. In the event that eLynk Service becomes Unavailable, Customer will be entitled to a service credit off of the MRC for the affected Service based on the cumulative Unavailability of the Service in a given calendar month as set forth below:

Cumulative Unavailibility (hrs;min;sec)	Percentage Credit
00:00:01 - 00:00:26 (99.999%)	No Credit
00:00:27 - 00:30:00	10%
00:30:01— 04:00:00	30%
04:00.01+	50%

B. <u>Data Delivery</u>, <u>Latency</u>, <u>and Jitter Service Levels</u>. The Service Levels are based on monthly average performance between nodes on Level 3's Ethernet network. Customer will be entitled to a service credit (as set forth in Table C below) off of the MRC for the affected Service locations if the measurement parameter(s) identified in Table A or B below are not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the Data Delivery, Latency, or Jitter Parameters for the affected Service where such failure is related to Availability under Section II(A) above.

Table A

	I able A			
			Class of	Service
SLA Boundary	Measurement Parameter	Dedicated	Enhanced	Basic
	Average Data Delivery	99.99%	99.95%	99.90%
Intra US	Average Two Way Latency	45 ms	45 ms	45 ms
	Jitter (one way)	3 ms	N/A	N/A
	Average Data Delivery	99.99%	99.95%	99.90%
Intra EU and US-EU	Average Two Way Latency	See T	able B below	
	Jitter (one way)	<10 ms	N/A	N/A

Table B: Intra EU and US-EU Latency

Description	Average Roundtrip Latency (milliseconds)
Trans-Atlantic (London/Amsterdam – New York)	≤95 ms
Intra-United Kingdom	<25 ms
European network	<45 ms

Table C below sets out the service credits available to Customer in connection with the Data Delivery, Latency and Jitter Service Levels above. The 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. In no event will the credits in any calendar month exceed 100% of the total MRCs (excluding local access) of the affected Service. All approved credits for a given month will be totaled and applied to Customer's next following invoice for the Service or as promptly thereafter as is practical in the event of a dispute. Credits must be requested within 30 calendar days of the end of the calendar month in which Level 3 failed to meet the applicable metric.

Table C. Service Level Credits - Data Delivery, Latency and Jitter

Monthly Service Parameter	Service Level Credit
Data Delivery	10%
Latency	10%
Jitter	10%

III. <u>Chronic Outage</u>. As its sole remedy, Customer may elect to terminate an affected eLynk Service prior to the end of the Service Term without termination liability if, Service is Unavailable for more than 1 consecutive hour in each of 3 consecutive calendar months, or for more than 24 hours in the aggregate in any calendar monthThe termination right must be exercised within 30 days of the event giving rise to it.

IV. Enhanced Management Feature.

If available and ordered by Customer, Enhanced Management provides Customer with the ability to track the performance of eLynk Services through Level 3's website portal and a separate Addendum covering improved SLAs for eLynk Services with Enhanced Management applies.

eLynk Services Pricing

eLynk Interface/NNI

		MRC				
Port Type	Mbps	1-Yr	2-Yr	3-Yr	5-Yr	
Single	1000	\$367.30	\$330.57	\$293.84	\$257.11	
Dual	1000	\$549.22	\$494.30	\$439.38	\$384.45	
Single	10000	\$477.50	\$429.75	\$382.00	\$334.25	
Dual	10000	\$713.98	\$642.59	\$571.19	\$499.79	

eLynk UNI

		MRC				
Port Type	Mbps	1-Yr	2-Yr	3-Yr	5-Yr	
Multiplexed	100	\$238.84	\$214.95	\$191.07	\$167.18	
Multiplexed	1000	\$366.87	\$330.18	\$294.31	\$256.81	
Multiplexed	10000	\$549.07	\$495.33	\$439.26	\$384.35	

eLynk Virtual Connection and Interconnection

Basic COS

Mbps	MRC					
Miphs	1-Yr	2-Yr	3-Yr	5-Yr		
2	\$58.77	\$52.89	\$47.01	\$41.14		
4	\$96.28	\$86.65	\$77.02	\$67.40		
6	\$133.79	\$120.41	\$107.03	\$93.65		
8	\$171.31	\$154.17	\$137.04	\$119.91		
10	\$208.82	\$187.94	\$167.05	\$146.17		
15	\$243.93	\$219.53	\$195.14	\$170.75		
20	\$279.03	\$251.12	\$223.22	\$195.32		
25	\$314.13	\$282.71	\$251.30	\$219.89		
30	\$349.23	\$314.30	\$279.38	\$244.46		
35	\$384.33	\$345.89	\$307.46	\$269.03		
40	\$419.43	\$377.48	\$335.54	\$293.60		
45	\$454.53	\$409.07	\$363.62	\$318.17		
50	\$489.63	\$440.66	\$391.70	\$342.74		
55	\$524.73	\$472.25	\$419.78	\$367.31		
60	\$559.83	\$503.84	\$447.86	\$391.88		
65	\$594.93	\$535.43	\$475.94	\$416.45		
70	\$630.03	\$567.02	\$504.02	\$441.02		
75	\$665.13	\$598.61	\$532.10	\$465.59		
80	\$700.23	\$630.20	\$560.18	\$490.16		
85	\$735.32	\$661.79	\$588.26	\$514.73		
90	\$770.42	\$693.38	\$616.34	\$539.30		
95	\$805.52	\$724.97	\$644.42	\$563.87		
100	\$840.62	\$756.56	\$672.50	\$588.44		

		MI	RC	
Mbps	1-Yr	2-Yr	3-Yr	5-Yr
150	\$934.23	\$840.81	\$747.39	\$653.96
200	\$1,027.85	\$925.06	\$822.28	\$719.49
250	\$1,121.47	\$1,009.32	\$897.17	\$785.03
300	\$1,215.08	\$1,093.57	\$972.07	\$850.56
350	\$1,308.70	\$1,177.83	\$1,046.96	\$916.09
400	\$1,402.32	\$1,262.08	\$1,121.85	\$981.62
450	\$1,495.93	\$1,346.34	\$1,196.75	\$1,047.15
500	\$1,589.55	\$1,430.59	\$1,271.64	\$1,112.68
550	\$1,683.17	\$1,514.85	\$1,346.53	\$1,178.22
600	\$1,776.78	\$1,599.10	\$1,421.43	\$1,243.75
650	\$1,870.40	\$1,683.36	\$1,496.32	\$1,309.28
700	\$1,945.75	\$1,751.18	\$1,556.60	\$1,362.03
750	\$2,010.92	\$1,809.83	\$1,608.74	\$1,407.65
800	\$2,076.09	\$1,868.48	\$1,660.87	\$1,453.26
850	\$2,141.26	\$1,927.13	\$1,713.01	\$1,498.88
900	\$2,206.43	\$1,985.79	\$1,765.14	\$1,544.50
950	\$2,271.60	\$2,044.44	\$1,817.28	\$1,590.12
1000	\$2,327.46	\$2,094.71	\$1,861.96	\$1,629.22
2000	\$3,303.16	\$2,972.84	\$2,642.53	\$2,312.21
3000	\$4,080.59	\$3,672.53	\$3,264.48	\$2,856.42
4000	\$4,858.03	\$4,372.22	\$3,886.42	\$3,400.62
5000	\$5,635.46	\$5,071.91	\$4,508.37	\$3,944.82
6000	\$6,412.89	\$5,771.60	\$5,130.32	\$4,489.03

Enhanced COS

		MF	RC	
Mbps	1-Yr	2-Yr	3-Yr	5-Yr
2	\$64.64	\$58.18	\$51.71	\$45.25
4	\$106.01	\$95.41	\$84.81	\$74.21
6	\$147.37	\$132.64	\$117.90	\$103.16
8	\$188.74	\$169.86	\$150.99	\$132.12
10	\$229.70	\$206.73	\$183.76	\$160.79
15	\$268.60	\$241.74	\$214.88	\$188.02
20	\$307.51	\$276.76	\$246.00	\$215.25
25	\$346.41	\$311.77	\$277.13	\$242.49
30	\$385.31	\$346.78	\$308.25	\$269.72
35	\$424.22	\$381.79	\$339.37	\$296.95
40	\$463.12	\$416.81	\$370.49	\$324.18
45	\$502.02	\$451.82	\$401.62	\$351.41
50	\$540.92	\$486.83	\$432.74	\$378.65
55	\$579.83	\$521.84	\$463.86	\$405.88
60	\$618.73	\$556.86	\$494.98	\$433.11

	MRC			
Mbps	1-Yr	2-Yr	3-Yr	5-Yr
65	\$657.63	\$591.87	\$526.11	\$460.34
70	\$696.54	\$626.88	\$557.23	\$487.58
75	\$735.44	\$661.90	\$588.35	\$514.81
80	\$774.34	\$696.91	\$619.47	\$542.04
85	\$813.25	\$731.92	\$650.60	\$569.27
90	\$852.15	\$766.93	\$681.72	\$596.50
95	\$891.05	\$801.95	\$712.84	\$623.74
100	\$924.69	\$832.22	\$739.75	\$647.28
150	\$1,028.10	\$925.29	\$822.48	\$719.67
200	\$1,131.51	\$1,018.36	\$905.21	\$792.06
250	\$1,234.92	\$1,111.43	\$987.94	\$864.45
300	\$1,338.34	\$1,204.50	\$1,070.67	\$936.84
350	\$1,441.75	\$1,297.58	\$1,153.40	\$1,009.23
400	\$1,545.16	\$1,390.65	\$1,236.13	\$1,081.61
450	\$1,648.58	\$1,483.72	\$1,318.86	\$1,154.00
500	\$1,751.99	\$1,576.79	\$1,401.59	\$1,226.39
550	\$1,855.40	\$1,669.86	\$1,484.32	\$1,298.78
600	\$1,958.82	\$1,762.93	\$1,567.05	\$1,371.17
650	\$2,062.23	\$1,856.01	\$1,649.78	\$1,443.56
700	\$2,165.64	\$1,949.08	\$1,732.51	\$1,515.95
750	\$2,269.06	\$2,042.15	\$1,815.24	\$1,588.34
800	\$2,372.47	\$2,135.22	\$1,897.98	\$1,660.73
850	\$2,475.88	\$2,228.29	\$1,980.71	\$1,733.12
900	\$2,579.30	\$2,321.37	\$2,063.44	\$1,805.51
950	\$2,682.71	\$2,414.44	\$2,146.17	\$1,877.90
1000	\$2,778.29	\$2,500.46	\$2,222.63	\$1,944.80
2000	\$3,633.66	\$3,270.29	\$2,906.93	\$2,543.56
3000	\$4,489.03	\$4,040.13	\$3,591.23	\$3,142.32
4000	\$5,344.41	\$4,809.97	\$4,275.53	\$3,741.09
5000	\$6,199.78	\$5,579.80	\$4,959.83	\$4,339.85
6000	\$7,055.16	\$6,349.64	\$5,644.13	\$4,938.61

Dedicated COS

		MI	RC	
Mbps	1-Yr	2-Yr	3-Yr	5-Yr
2	\$73.46	\$66.11	\$58.77	\$51.42
4	\$120.35	\$108.32	\$96.28	\$84.25
6	\$167.24	\$150.52	\$133.79	\$117.07
8	\$214.14	\$192.72	\$171.31	\$149.90
10	\$261.04	\$234.94	\$208.83	\$182.73
15	\$304.91	\$274.42	\$243.93	\$213.44
20	\$348.78	\$313.90	\$279.03	\$244.15

		MI	RC	
Mbps	1-Yr	2-Yr	3-Yr	5-Yr
25	\$392.66	\$353.39	\$314.13	\$274.86
30	\$436.53	\$392.88	\$349.23	\$305.57
35	\$480.41	\$432.36	\$384.32	\$336.28
40	\$524.28	\$471.85	\$419.42	\$367.00
45	\$568.15	\$511.34	\$454.52	\$397.71
50	\$612.03	\$550.83	\$489.62	\$428.42
55	\$655.90	\$590.31	\$524.72	\$459.13
60	\$699.78	\$629.80	\$559.82	\$489.84
65	\$743.65	\$669.29	\$594.92	\$520.56
70	\$787.53	\$708.77	\$630.02	\$551.27
75	\$831.40	\$748.26	\$665.12	\$581.98
80	\$875.27	\$787.75	\$700.22	\$612.69
85	\$919.15	\$827.23	\$735.32	\$643.40
90	\$963.02	\$866.72	\$770.42	\$674.12
95	\$1,006.90	\$906.21	\$805.52	\$704.83
100	\$1,050.77	\$945.69	\$840.62	\$735.54
150	\$1,167.79	\$1,051.01	\$934.23	\$817.45
200	\$1,284.81	\$1,156.33	\$1,027.85	\$899.37
250	\$1,401.84	\$1,261.65	\$1,121.47	\$981.29
300	\$1,518.86	\$1,366.97	\$1,215.09	\$1,063.20
350	\$1,635.88	\$1,472.29	\$1,308.70	\$1,145.12
400	\$1,752.90	\$1,577.61	\$1,402.32	\$1,227.03
450	\$1,869.92	\$1,682.93	\$1,495.94	\$1,308.95
500	\$1,986.94	\$1,788.25	\$1,589.56	\$1,390.86
550	\$2,103.97	\$1,893.57	\$1,683.17	\$1,472.78
600	\$2,220.99	\$1,998.89	\$1,776.79	\$1,554.69
650	\$2,338.01	\$2,104.21	\$1,870.41	\$1,636.61
700	\$2,455.03	\$2,209.53	\$1,964.03	\$1,718.52
750	\$2,572.05	\$2,314.85	\$2,057.64	\$1,800.44
800	\$2,689.08	\$2,420.17	\$2,151.26	\$1,882.35
850	\$2,806.10	\$2,525.49	\$2,244.88	\$1,964.27
900	\$2,923.12	\$2,630.81	\$2,338.50	\$2,046.18
950	\$3,040.14	\$2,736.13	\$2,432.11	\$2,128.10
1000	\$3,157.16	\$2,841.45	\$2,525.73	\$2,210.01
2000	\$4,128.94	\$3,716.05	\$3,303.15	\$2,890.26
3000	\$5,100.73	\$4,590.66	\$4,080.59	\$3,570.51
4000	\$6,072.53	\$5,465.27	\$4,858.02	\$4,250.77
5000	\$7,044.32	\$6,339.89	\$5,635.46	\$4,931.02
6000	\$9,553.66	\$8,598.30	\$7,642.93	\$6,687.56

Finished Ethernet (Off Net Access)*

		MI	RC	
Mbps	1-Yr	2-Yr	3-Yr	5-Yr
10	\$804	\$637	\$610	\$582
50	\$1,009	\$920	\$876	\$831
100	\$1,347	\$1,225	\$1,164	\$1,097
200	\$2,050	\$1,901	\$1,829	\$2,147
500	\$2,837	\$2,610	\$2,494	\$2,383
1000	\$3,539	\$3,389	\$3,241	\$3,091

^{*}Only available at select locations. Check with your Level 3 Telecom sales representative to determine availability. Open market special construction charges may apply.

Transport Solutions

Level 3® Private Line Service

Definitions. The following terms are defined for the purposes of this Service Schedule:

"On-Net" means Service provided on the network owned (or operated and controlled) by Level 3 between two locations that are served directly by Level 3 owned (or operated and controlled) fiber and Level 3 owned equipment. Services that are not On -Net are Off-Net.

"Customer Commit Date" means the date by which Level 3 will install Service. The Customer Commit Date is communicated upon Level 3's acceptance of a Customer Order.

"E2E" means end to end, and includes the On-Net and Off-Net components of Services within North America

"Protected" means any Service designated as such in an Order. Protected Services generally include a protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure. Services which are not Protected are "Unprotected."

"Unavailable" or "Unavailability" means a break in transmission measured from the first of 10 consecutive severely erred seconds ("SESs") until the first of 10 consecutive non-SESs, where an SES is a second with a bit error ratio of greater than or equal to 1 in 1000.

Service Description

- Private Lines are point to point circuits between 2 standard TDM or SONET/SDH interfaces. A Hub Facility Service provides a
 single high bandwidth DS3/E3 or STMn/OCn terminating interface at Customer's location and a multiplexed terminating interface at
 Level 3's site allowing for the aggregation of lower bandwidth Private Line Services. Customer will incur applicable charges for the
 Hub Facility and all individual Private Line Services delivered across the Hub Facility.
- 3. <u>Services from Others</u>. Where Service is terminated Off-Net, Customer will provide Level 3 with circuit facility assignment, firm order commitment and the design layout records necessary for Level 3 to make cross-connections to the Off-Net carrier. Level 3's charges assume that Off-Net service: a) will be available from Level 3's selected provider and b) will be terminated at the minimum point of entry (MPOE) pre-determined by the Off-Net provider. If these assumptions are incorrect, additional charges may apply to either the Off-Net component or, in the case of MPOE extensions, for inside wiring provided by Level 3. Customer will provide required inside wiring if the Off-Net provider does not or cannot perform required inside wiring.

Service Levels

4. (A) <u>Installation Service Level</u>. Level 3 will exercise commercially reasonable efforts to install any On-Net Private Line and Hub Facility Service on or before the Customer Commit Date specified for the particular Service. This Installation Service Level shall not apply to delays resulting from (i) incorrect information, equipment, cables or software components specified or supplied by Customer, (ii) Customer-requested changes to Customer Orders after submission and acceptance by Level 3, and (iii) Customer not being ready to receive Service. If an On-Net Private Line is not installed by the Customer Commit Date for reasons other than an Excused Outage, Customer shall be entitled to a one-time service credit off of one month's monthly recurring charges ("MRC") (after application of discounts and other special pricing arrangements, if any) for the affected On-Net Private Line or Hub Facility Service as set forth in the following table, calculated as of the time of installation:

Installation Delay Beyond Customer Commit Date	Service Level Credit (% of MRC)
1 – 7 business days	5%
8-14 business days	15%
15-30 business days	25%
Greater than 30 business days	50%

(B) <u>Availability Service Level</u>. In the event that Service becomes Unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC (after application of discounts and other special pricing arrangements, if any) for the affected Service based on the cumulative Unavailability of the Service in a given calendar month as set forth below:

For all E2E Protected Private Line or Hub Facility Service Service within North America and On-Net Protected Private Line or Hub Service within Europe (excluding Service that includes subsea cable)

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 00:00:26	No Credit
00:00:27 - 00:30:00	10%
00:30:01- 04:00:00	30%
04:00.01+	50%

For all On-Net Protected Private Line or Hub Facility Service within Latin America and Service that includes subsea cable

For all On-Net Unprotected Private Line or Hub Facility Service within North America, Europe, Latin America and Service that includes Subsea cable:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)	Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 00:04:23	No Credit	00:00:01 - 06:00:00	No Credit
00:04:24 - 04:00:00	10%	06:00:01 - 10:00:00	10%
04:00:01 - 12:00:00	30%	10:00:01 - 18:00:00	30%
12:00:01 +	50%	18:00:01 +	50%

For any Private Line or Hub Facility Service that is outside of North America and contains an Off-Net component, Level 3 will pass-through to Customer any service levels and associated credits (or other express remedies) provided to Level 3 by the applicable third party carrier.

The Availability Service Level shall not apply to Service interruptions attributable to (i) long-haul international access circuits between a Level 3 point of presence in one country and a Customer premises in a different country, and/or (ii) long-haul connectivity for STM1 and above between Level 3's cable landing station in Costa Rica and either Level 3's POP in San Jose, Costa Rica or Customer's premises in Costa Rica. In the event a Service interruption attributable to a single event results in Unavailability of Service that implicates more than one credit table under Section 4(B), only one table will be used for purposes of calculating Service Level Credit owed f or all impacted Services, which shall be the table resulting in the lowest Service Level Credit as applied to all Services impacted by the interruption.

<u>Chronic Outage</u>. As its sole remedy, Customer may elect to terminate an affected Protected or Unprotected Private Line or Hub Facility Service (excluding any Private Line or Hub Facility Service provided in Latin America) prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage: (a) a Protected Service is Unavailable for more than 1 consecutive hour in each of 3 consecutive calendar months, or for more than 24 hours in the aggregate in any calendar months, or for more than 12 consecutive hours in each of 3 consecutive calendar months, or for more than 42 hours in the aggregate in any calendar month. The termination right must be exercised within 30 days of the event giving rise to it.

Metro Private Line Pricing

Sarvice Canacity		M	RC	
Service Capacity	1-Yr	2-Yr	3-Yr	5-Yr
DS-1	\$130.98	\$130.98	\$98.23	\$91.68
DS-3	\$575.48	\$546.71	\$517.94	\$489.16
OC-3	\$1,253.73	\$1,191.05	\$1,128.36	\$1,065.67
OC-12	\$3,258.26	\$3,095.34	\$2,932.43	\$2,769.52
OC-48	\$7,518.17	\$7,142.26	\$6,766.35	\$6,390.44

Endlink

Service Capacity		MRC			
	1-Yr	2-Yr	3-Yr	5-Yr	
DS-1	\$108.81	\$91.88	\$49.12	\$45.84	
DS-3	\$287.74	\$273.35	\$258.97	\$244.58	
OC-3	\$626.87	\$595.52	\$564.18	\$532.84	
OC-12	\$1,629.13	\$1,547.67	\$1,466.21	\$1,384.76	
OC-48	\$3,759.08	\$3,571.13	\$3,383.17	\$3,195.22	

Level 3® Wavelength Service

1. Applicability. This Service Schedule is applicable only where Customer orders Level 3® Intercity Wavelength Service, Level 3® Intercity Wavelength Service, or Level 3® International Wavelength Service (collectively "Level 3 Wavelength Service") on a lease basis.

2. **Definitions**

- (A) "Customer Commit Date" means the date by which Level 3 will install Service. The Customer Commit Date is established following Level 3's acceptance of a Customer Order.
- (B) "E2E" means end to end, and includes the On-Net and Off-Net components of Services in the United States and European Union, taken together.
- (C) "On-Net" means Service provided on the network owned (or operated and controlled) by Level 3 between two locations that are served directly by Level 3 owned (or operated and controlled) fiber and Level 3 owned equipment. Services that are not On-Net are Off-Net.
- (D) "Protected" shall mean any Service that includes a Level 3 managed protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure.
- (E) "Termination Node" shall mean the locations within Level 3's facilities or within Customer Premises in each of the cities in which termination is available. Each Level 3 Wavelength Service shall contain two (2) Termination Nodes, the exact location of which will be set forth in the Customer Order.
- (F) "Unavailable" or "Unavailability" means the duration of a break in transmission measured from the first of ten (10) consecutive severely erred seconds ("SESs") on the affected Level 3 Wavelength Service until the first of ten (10) consecutive non-SESs.
- (G) "Unprotected" shall mean any Service that does not include a Level 3 managed protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

Service Description

3. Level 3 Wavelength Service is a dedicated, transparent, optical wave signal for transport of high bandwidth between two Termination Nodes offered on a Protected or Unprotected basis. Customer interface consists of 2.5Gb, 10Gb, 40Gb, 1GbE, 10GbE, 40GbE and 100GbE, OTU1, OTU2, OTU2e, OTU3, OTU4 and 1Gb, 2Gb, 4Gb, 8Gb, and 10Gb Fibre Channel.

4. Interconnection.

(A) <u>Demarc</u>. To use the Level 3 Wavelength Service, Customer must provide to Level 3, at each Termination Node, a SONET or SDH-framed 2.5Gb, 10Gb or 40Gb signal, as defined by Telcordia GR-253-CORE, a 1Gb, 10Gb, 40Gb or 100Gb Ethernet signal, as defined by IEEE 802.3ae, a OTU1, OTU2, OTU2e, OTU3, OTU4 signal, as defined by ITU G.709, or a 1Gb, 2Gb, 4Gb, 8Gb, or 10Gb Fibre Channel signal, as defined by T11 Technical Committee within INCITS (the International Committee for Information Technology Standards (collectively, "Traffic"), which Traffic will thereafter be delivered by Level 3, in like format, to the opposite and corresponding Termination Node.

The demarcation point for the Level 3 Wavelength Service shall be the Level 3 OSX or fiber termination panel at the Termination Node. Customer shall be solely responsible for providing all interconnection equipment used both to deliver Traffic to, or to accept Traffic from, Level 3 in the formats described above and for any and all protection schemes Customer chooses to implement respecting the Traffic. For a Termination Node at a location other than a Level 3 Gateway, Customer shall provide Level 3 with space and power (at no charge to Level 3), as reasonably requested by Level 3, for placement and operation of an OSX, fiber termination panel or other equipment within the Customer Premises.

(B) Construction of Facilities. With respect to construction of facilities to the Customer Premises and installation, maintenance and repair of facilities within the Customer Premises, Customer shall provide Level 3 with access to and the use of Customer's entrance facilities and inside wiring, and/or shall procure rights for Level 3 allowing the placement of facilities necessary for installation of facilities to deliver the Level 3 Wavelength Service to the Customer Premises. All costs associated with procuring and maintaining rights needed to obtain entry to the building (and the real property on which the building is located) within which the Customer Premises are located, and costs to procure and maintain rights within such building to the Customer Premises, shall be borne by Customer.

(C) Third Party Providers. Where Level 3 Wavelength Service is being terminated Off-Net at the Customer Premises through a third-party provider to be provisioned by Level 3 on behalf of Customer, the charges set forth in the Customer Order for such Level 3 Wavelength Service assumes that such Level 3 Wavelength Service will be terminated at a pre-established demarcation point or minimum point of entry (MPOE) in the building within which the Customer Premises is located, as determined by the local access provider. Where the local access provider determines that it is necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer Premises, (i) Level 3 may charge Customer additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Customer Order for such Level 3 Wavelength Service, (ii) installation of Service may be delayed and (iii) Section 5(A) of this Service Schedule shall not apply. Level 3 will notify Customer of any additional non-recurring charges and/or monthly recurring charges as soon as practicable after Level 3 is notified by the local access provider of the amount of such charges.

In addition, where Level 3 Wavelength Service is being terminated Off-Net at the Customer Premises through an Off-Net Local Loop to be provisioned by Level 3 on behalf of the Customer, the charges and the Service Term set forth in the Customer Order for such Level 3 Wavelength Service assumes that such Level 3 Wavelength Service can be provisioned by Level 3 through the local access provider selected by Level 3 (and/or Customer) for the stated Service Term. In the event Level 3 is unable to provision such Level 3 Wavelength Service through the selected local access provider or the selected local access provider requires a longer Service Term than that set forth in the Customer Order, Level 3 reserves the right, regardless of whether Level 3 has accepted the Customer Order, to suspend provisioning of such Level 3 Wavelength Service and notify Customer in writing of any additional non-recurring charges, monthly recurring charges and/or Service Term that may apply. Upon receipt of such notice, Customer will have five (5) business days to accept or reject such changes. If Customer does not respond to Level 3 within the five (5) business day period, such changes will be deemed rejected by Customer. In the event Customer rejects the changes (whether affirmatively or through the expiration of the five (5) business day period), the affected Level 3 Wavelength Service will be cancelled without cancellation or termination liability of either party. Level 3 does not guarantee that any Level 3 Wavelength Service will be provided by a specified local access provider.

Service Levels

5. (A) Installation Service Level. Level 3 will exercise commercially reasonable efforts to install any On-Net Level 3 Wavelength Service on or before the Customer Commit Date specified for the particular Level 3 Wavelength Service. This Installation Service Level shall not apply to Customer Orders that contain incorrect information supplied by Customer, or Customer Orders that are altered at Customer's request after submission and acceptance by Level 3. In the event Level 3 does not meet this Installation Service Level for a particular Level 3 Wavelength Service for reasons other than an Excused Outage, Customer will be entitled to a service credit off of one month's monthly recurring charges ("MRC") (after application of discounts and other special pricing arrangements, if any) for the affected Level 3 Wavelength Service as set forth in the following table:

Installation Delay Beyond Customer Commit Date	Service Level Credit (MRC)
1 – 5 business days	5%
6 - 20 business days	10%
21 business days or greater	15%

(B) Availability Service Level. In the event that a particular Level 3 Wavelength Service becomes Unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC (after application of discounts and other special pricing arrangements, if any) for the affected Level 3 Wavelength Service based on the cumulative Unavailability for the affected Level 3 Wavelength Service in a given calendar month as set forth in the following table:

For On-Net Unprotected Service

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 - 6:00:00	No Credit
6:00:01 - 8:00:00	10% of the MRC
8:00:01 - 12:00:00	30% of the MRC
12:00:01 or greater	50% of the MRC

For On-Net Protected Service

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit	
00:00:01 - 00:05:00	No Credit	
00:05:01 - 01:00:00	10% of the MRC	

01:00:01 - 10:00:00	30% of the MRC	
10:00:01 or greater	50% of the MRC	

For E2E Protected Service

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 to 3:30:00	No Credit
03:30:01 - 6:00:00	10% of the MRC
6:00:01 - 12:00:00	30% of the MRC
12:00:01 or greater	50% of the MRC

For E2E Unprotected Service

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 to 8:00:00	No Credit
8:00:01 - 10:00:00	10% of the MRC
10:00:01 - 16:00:00	30% of the MRC
16:00:01 or greater	50% of the MRC

- (C) <u>Service Level Limitations.</u> Except with respect to E2E Service, for any Off-Net Service, Level 3 will pass-through to Customer any service levels and associated credits (or other express remedies) provided to Level 3 by the applicable third party carrier. Service Levels do not apply to Service interruptions attributable to long-haul international access circuits between a Level 3 point of presence in one country and a Customer premises in a different country.
- (D) The credits and any other remedies specified in Sections 5(A), 5(B) and Section 6 below set forth the sole and exclusive remedies of Customer for any interruptions or delays of any Level 3 Wavelength Service or other Service-related issues.
- 6. <u>Chronic Outage</u>. As its sole remedy, Customer may elect to terminate any affected Wavelength Service (excluding any Wavelength Service provided in Latin America) prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, the Service is Unavailable for more than 12 consecutive hours in each of 3 consecutive calendar months, or for more than 42 hours in the aggregate in any calendar month. The termination right must be exercised within 30 days of the event giving rise to it.

Metro Wavelength Service Pricing

		MRC		
Service Capacity	1-Yr	2-Yr	3-Yr	5-Yr
2.5G Linear Unprotected	\$2,010	\$1,809	\$1,709	\$1,608
10G Linear Unprotected	\$3,518	\$3,168	\$2,991	\$2,814
40G Linear Unprotected	\$13,319	\$11,989	\$11,323	\$10,653
100G Linear Unprotected	\$32,664	\$29,400	\$27,763	\$26,131

Voice Solutions

Level 3® Enterprise Voice SIP Based Services

1. Applicability. This Service Schedule applies to the SIP-based provisioning of Level 3® Enterprise Voice Services as described herein ("Services"). This Service may be referred to as Voice Complete, SIP Trunking, Enterprise SIP Trunking, SIP Service, E-SIP Service, VoIP 19, IP LD/TF Voice, VoIP Service, VoIP Local Service, VoIP Outbound Service, VoIP Toll Free/Freephone Service, VoIP International Toll-Free Service ("IFN" and "UIFN"), Outbound Long Distance, and Toll Free/Freephone Service in quotes, ordering and invoicing or other service related documentation.

Service Description

- Service Offerings. The Services are available only to single, distinct enterprises who will utilize the Service for customary, normal, and reasonable business use within such enterprises. These Services may not be resold or bundled into Customer's offerings for sale to Customer's customers. Telephony equipment and applications are not provided as part of the Service and are Customer's responsibility, including but not limited to handsets, phone sets, key systems, PBXs, IP PBXs and server based applications.
 - Voice Complete is the SIP-based provisioning of inbound local calling and toll free/freephone capabilities and outbound local, domestic, national, and international calling capabilities. Customers use concurrent call paths ("CCPs") each of which enables a single call to be carried across the network. CCP capacity provided in association with Voice Complete can be used in a shared manner across multiple Customer locations.
 - SIP and Enterprise SIP or E-SIP Service is the SIP-based provisioning in the United States only of inbound local and toll-free
 calling capabilities and outbound local and long-distance calling. This Service is only available for provisioning to Customers
 with 2 or fewer locations in the United States. Customers use simultaneous sessions each of which enables a single call to
 be carried across the network. Simultaneous session capacity is dedicated to a location and cannot be shared between
 locations.
 - VoIP 19 or IP LD/TF Voice or VoIP Service is the SIP-based provisioning of international toll-free services including
 international free number ("IFN") and universal international free numbers ("UIFN"), international local inbound ("ILI"), optional
 SIP call transfer capability ("SIP Refer"), and long distance outbound calling capability. No local outbound calling capability is
 provided. Customers use simultaneous sessions each of which enables a single call to be carried across the network.
 Simultaneous session capacity is dedicated to a location and cannot be shared between locations.

3. Rates, Charges, and Commitments.

A. General. Customer shall pay the rates and charges for the Services, including but not limited to monthly recurring charges ("MRCs"), usage charges (per call, per minute, etc) and associated billing increments, and non-recurring charges ("NRCs") as set forth in a rate sheet, as the same may be changed as set forth herein (the "Rate Sheet"). If Customer is not provided a rate for a particular location and Customer originates and/or terminates calls to that location, Customer will be billed Level 3's standard usage rate for those calls at the standard minimum call durations and billing increments. Additional charges for certain activities and/or features related to the Services hereunder are captured in the Rate Sheet as ancillary fees or feature charges. The Term identified in the Rate Sheet is the "Service Term" for such Services.

National calls may be billed on a usage basis as measured (per minute or increment thereof) or per call, as set forth in the Rates. Such calls may also have a call minimum charge, which means Customer will be charged the higher of the call minimum charge or Customer's actual per minute charges per call

Usage charges are based on actual usage of Service based on a call duration that begins when the called party answers, as determined by answer supervision, and ends when either party disconnects the call.

Some pricing plans may provide for zero-rated usage for calls that originate and terminate between Customer's enterprise locations which are included under a dedicated pool of CCP capacity ("Intra-enterprise") as identified on the Rate Sheet or Order.

SIP Refer calls may be billed for 2 call flows (inbound and outbound).

If Customer redirects IFN or UIFN calls to a destination that is outside the continental United States, Hawaii and Canada, then the outbound portion of all such calls will incur charges at the rate(s) identified for international termination as set out in the Rate Sheet.

If set forth in the Rate Sheet, a Call Minimum Charge means the minimum charge per call that Customer will incur regardless of the lesser number of actual minutes/seconds. Customer will be charged for the higher of the Call Minimum Charge or Customer's actual per minute call duration.

- B. Voice Complete Pricing Plans. Voice Complete pricing is Concurrent Call Path (CCP) based. Customers subscribing to the Service will select either the 1) standard plan, CCP + measured (rate per minute, call minimum, call set-up for all usage), or 2) a CCP plan that includes up to pre-defined number of minutes of national usage to a subset of pre-defined destinations per CCP. CCP Plan minutes will be aggregated across all CCPs, providing Customer with one pool of minutes. CCP plans which include a pre-defined number of minutes will be charged in accordance with the rates in the Rate Sheet for any calls in excess of such minutes. Any unused minutes will not carry over to the next month. If an optional pre-paid minute plan ("PPM Plan") is available and ordered by Customer, Customer may purchase, in advance, a bucket of minutes to a pre-defined set of destinations. For billing purposes, should Customer order both a CCP Plan inclusive of minutes and a PPM plan, Level 3 will first decrement the CCP Plan minutes and then the PPM Plan minutes. Level 3 reserves the right to add destinations to the CCP or PPM plans or modify or remove CCP Plans or PPM Plans because of regulatory and/or 3rd party cost changes, with 30 days' advance written notice.
- C. <u>Surcharges</u>. In addition to taxes, fees and surcharges set forth in the Agreement, Rate Sheet and/or Order, Customer agrees to pay the following surcharges, where applicable, in connection with the Services:

Short Duration Call Surcharge. For any Service provided under the North American numbering plan (NANP), if the average call duration as determined over a billing month for Customer's (i) outbound calls is less than 30 seconds or (ii) toll free calls is less than 90 seconds, then an additional charge of .01 per call shall be applied to <u>all</u> outbound long distance and toll free calls in that billing cycle month. For the purpose of this provision, average call duration shall be calculated by dividing the aggregate duration of all calls of a particular Service type (i.e. long distance or toll free) by the total number of calls of that type under a specific billing account during the billing cycle month.

PIC Long Distance Service Charges. For SIP and E-SIP Services provided under the North American Numbering Plan ("NANP"), Customer shall pay the following PIC Long Distance Service charges, as applicable:

- i. Unauthorized PIC Change. An unauthorized carrier change charge as defined on the Rate Sheet may be applied to each primary interexchange carrier ("PIC") change made without prior valid authorization. Repeated unauthorized PIC change requests by Customer may result in discontinuance of services by Level 3.
- ii. PIC Change Charge. Level 3 may elect to assess Customer a PIC change charge if an end user's automatic number identifier ("ANI") is changed from one interexchange carrier ("IXC") to another.
- Carrier Line Charge or Primary Interexchange Carrier Charge ("PICC"). Level 3 may assess Customer a carrier line charge for lines moved from an IXC to Level 3.

Rate Changes and Termination Right.

- A. Rate Changes. Rates, charges and other pricing terms may be subject to change during the term for which the Services are to be provided by Level 3 to Customer. Level 3 may send to Customer a notice changing rates, charges or other pricing terms as set forth herein, in a Rate Sheet and/or Order which may be provided as a bill insert message with Customer's invoice or other written notification, including to an e-mail address as set forth herein (a "Rate Change Notice"). Customer's e-mail address for purposes of Rate Change Notices hereunder is: { _______}. The rates or changes set forth in such Rate Change Notifications shall take effect as stated therein but no sooner than 30 days following such Rate Charge Notice.
- B. <u>Limited Termination Right Related to Rate Changes.</u> On receipt of Rate Change Notice, Customer may elect to terminate the Service provided under this Service Schedule without obligation other than to pay (i) all charges already incurred in respect of the Service up to the effective date of such termination (including as adjusted via Rate Change Notice) and (ii) any third party early termination charges incurred by Level 3 in terminating any local access circuits provided to the Customer as part of the Service which are terminated under this Section.
- 5. Scope of Level 3 Agency. In the provisioning of telephone numbers and/or in porting activities, Level 3 is authorized to act as Customer's agent in placing orders with other carriers in order to provide telecommunications services, if requested by Customer. Customer will provide letters of agency or authority as needed to effectuate such authority, if required.

6. Restrictions.

A. <u>No Resale.</u> Notwithstanding anything to the contrary in the Agreement, the Service is a retail only service, resale of the Service in any form is strictly prohibited, and Customer may not resell or incorporate these Services into services it sells to third parties. This provision may only be changed by amendment to this Service Schedule executed by authorized parties for Customer and Level 3, no less formal consent will be binding.

- B. No Non-Conforming Uses. The Service may not be used by Customer (i) to provide voice content related services such as chat lines; (ii) in connection with auto dialer applications, predictive dialers, calls to NANP 900 or 976 or similar area codes or prefixes, broadcast fax transmissions, or any other application that generates more than 10 calls per second, (iii) in connection with call center applications, and (iv) in conjunction with least cost routing (LCR) mechanisms. Use of the Service in violation of this Service Schedule is a "Non-Conforming Use". In addition to Level 3's other default rights, in the event of a Non-Conforming Use, Customer shall be liable for the difference between the rates for conforming use and the higher rates which Level 3 would have applied for Non-Conforming Use. In addition, if in Level 3's reasonable judgment (i) Customer's usage disproportionately terminates to and/or originates in high cost areas or international cell phones or (ii) Customer is using the Service for Non-Conforming Uses, Level 3 may provide Customer with 3 calendar days' notice to modify traffic to correct its usage and if Customer fails to modify its traffic or correct usage as requested by Level 3, Level 3 reserves the right to immediately adjust usage rates to such rate set forth in the notice or immediately terminate the Services. Customer shall remain liable for all usage charges incurred prior to such termination and also for any commitments through the end of the Term on the Rate Sheet. Customer will indemnify Level 3 from any claims arising as a result of any Non-Conforming Use.
- 7. <u>Traffic Integrity</u>. Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it:(i) is anything other than the type of traffic delivered to Customer or (ii) originated from a place or on a type of equipment different from the place or type of <u>equipment</u> from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. Upon Level 3's request, Customer shall certify in writing its continued compliance with this Section.
- 8. Fraudulent Calls and Unsupported Calls. Customer shall be responsible for paying Level 3 for all charges for Service, even if incurred as a result of fraudulent or unauthorized use. Level 3 may, without liability, take immediate action to prevent calls which are not supported by the Service, which may harm Level 3's network or are fraudulent or suspected to be fraudulent, including without limitation, by denying Service to particular automatic number identifiers (ANIs) or terminating Service to or from specific locations. In the event Customer discovers or reasonably believes fraudulent calls being made, Customer shall notify Level 3 as soon as possible at +1-800-348-5457 or FraudOperationsNA@Level3.com.

Service Levels

- 9. The following Service Levels apply only if Customer is the end-user of the Enterprise SIP Service and purchases either Level 3 Internet or Level 3 IP VPN Service (as applicable). If Customer purchases the Service as a Converged Service bundle (i.e. in the United States, <u>specifically</u> with Level 3 MPLS Services or Level 3 Internet Services), the separate service levels under those separate Service Schedules apply in lieu of the Service Levels below.
- A. Availability Service Level. The Availability Service Level for this Service is 99.9% per month for Level 3 Internet Service use and 99.99% for Level 3 IP VPN use. Service is considered "Unavailable" if Customer is unable to initiate outbound or receive inbound calls for reasons other than an Excused Outage. An Unavailability event is measured from the time Customer opens a trouble ticket with Level 3 until the affected Service is restored. Customer will be entitled to a service credit off of the monthly recurring charge ("MRC") for the affected Service based on the cumulative Unavailability of the affected Service in a given calendar month as set forth in the following table:

Internet-Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 00:43:00	0%
00:43:01 - 02:00:00	5%
02:00:01 - 04:00:00	15%
04:00:01 +	25%

IP VPN - Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 00:05:00	0%
00:05:01 - 04:00:00	5%
04:00:01 - 08:00:00	15%
08:00:01 +	25%

B. Chronic Outage. As its sole remedy, Customer may elect to terminate any affected Service prior to the end of the Term without termination liability if the Service is Unavailable (as defined in subpart 9A immediately above) for more than 60 consecutive minutes in each of 3 consecutive calendar months, or for more than 24 hours in the aggregate in any calendar month. The termination right must be exercised within 30 days of the event giving rise to it.

10. Third Party Access Provided by Level 3. Level 3 provides local access circuits (via third party providers) pursuant to the Rate Sheet only for Customer's use in connection with the Service provided under this Service Schedule. Where Customer's usage of such local access circuits falls below the minimum usage level set out below in 2 consecutive monthly billing cycles, then, notwithstanding any pricing otherwise agreed with Customer, Customer agrees to pay the charge(s) set out below in addition to any other charges payable in respect of the Service.

Local Access Circuit Type	Minimum Usage Level	Additional Monthly Charge
T-1	30,000 minutes per month	\$300
E-1	30,000 minutes per month	\$375
DS-3	500,000 minutes per month	\$8,500

If Level 3 notifies Customer of an additional charge pursuant to the previous paragraph, Customer may, by written notice, elect to terminate the applicable local access circuit, provided that if Customer elects to so terminate a local access circuit within the Service Term for which it was initially ordered, Customer agrees to reimburse Level 3 for any early termination fees levied on Level 3 by the third party provider of that local access circuit.

11. Additional Service Specific Terms.

A. Voice Complete and SIP Service

- (i) Mobility Feature Pack. Subject to the limitations described in this Schedule, and subject to availability, Voice Complete and SIP Service may be used to serve remote worker applications. Users with the Mobility Feature Pack provisioned on their primary telephone number may originate and receive calls when away from the primary service location, as though they were physically present on the corporate LAN/WAN. For telephone numbers with Mobility Feature Pack provisioned, end users can utilize such mobility capabilities from locations with functioning broadband Internet access and PSTN telephone access. Additionally, call forwarding and remote office features, which enable the use of any PSTN phone for inbound and two -way telephone use, respectively, are included in the Mobility Feature Pack and can be used to support switched based toll- free/freephone service.
- (ii) <u>Emergency Calling Capability</u>. Level 3 will provide Emergency Calling capability with SIP Service and Voice Complete as required by law. "Emergency Calling" means the ability through the dialing of the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112) to reach emergency response services associated with the address loaded in the relevant databases, subject to each party's obligations and the limitations hereunder. Level 3's liability for Emergency Calling related claims is limited and/or disclaimed to the fullest extent allowed by law.
- a. PLEASE READ THE INFORMATION BELOW ABOUT EMERGENCY CALLING CAREFULLY. BY USING AND PAYING FOR THE SERVICE, CUSTOMER ACKNOWLEDGES AND AGREES TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF THE SERVICE WITH REGARD TO EMERGENCY CALLING SERVICES, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL WIRELINE EMERGENCY CALLING.

In particular, please note that Customer will not be able to conduct traditional wireline Emergency Calling in the event of:

- a power outage;
- a loss of connectivity to the internet;
- delays in making a registered location available in the relevant databases or service records; and
- Customer's use the phone at a location other than the established fixed, primary location as determined by Level 3's
 service records commonly known as "nomadic" use unless and until the Customer provides an updated accurate current
 user location and the same has time to be loaded into the appropriate databases.

Customer acknowledges that Level 3 has advised that the Service does not support Emergency Calling in these instances. Customer undertakes to advise all individuals of this limitation who may have occasion to place calls using this Service, and is advised to provide labels or stickers setting out the appropriate warning information on Customer devices (for the United States, labels for Customer's placement on devices are attached hereto as Attachment A). Notwithstanding anything in the Agreement, no indemnification obligations of Level 3 shall apply with respect to any Emergency Calling capabilities provided by Level 3. Level 3 shall have no liability for any failure to provide Emergency Calling except liability that arises as a direct result of Level 3's gross negligence or willful misconduct.

b. Customer is responsible for assuring that user locations are up to date by providing correct and current address information to Level 3 (hereinafter "Registered Location" but also known as "Automatic Location Identification" or "ALI" in North America and calling line identifier "CLI" in Europe) to Level 3. Customer and its end users shall provide Level 3 with such information conforming to any national numbering schemes or regulatory requirements applicable at the point of interconnection with the Level 3 network. Customer is responsible for updating the Registered Location information for each user on a timely basis in response to changes in location via a Customer facing portal supplied by Level 3 or by calling Level 3 Customer Care. Customer understands that updates to a user's Registered Location information do not occur immediately upon providing such data to Level 3.

- c. Customer will provide the initial Registered Location for each user contemporaneously with the execution of its order for the Service. Customer must provide Registered Locations to Level 3 in a form compliant with prevailing regulatory requirements. Level 3 will notify the Customer of any system rejected, unrecognized, or unverifiable Registered Location information, and Customer must promptly resubmit corrected Registered Location information. Failure to provide accurate Registered Location information may delay activation of telephone numbers. Customer acknowledges and understands that failure to provide the current and correct Registered Location related to physical address and location will result in any emergency calls made by Customer failing to properly route and/or being routed to the incorrect local emergency service provider.
- d. It is the Customer's responsibility to understand the local jurisdictional laws that pertain to them in regard to Emergency Calling requirements and compliance obligations, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations. Level 3 specifically disclaims any such obligation.
- e. If Customer subscribes to Lync 911 service (which is only as available in the United States), Customer acknowledges that Level 3 does not store Registered Location information and relies upon information provided in the Lync 911 call flow as result of Customer's proper configuration of the location information server ("LIS") to route Emergency Calls. Customer is solely responsible for set up of the LIS and assuring location information is loaded, accurate and updated.
- f. For Customers that deploy their own MLTS (i.e., PBX) or comparable equipment:
 - Some jurisdictions impose specific requirements on MLTS operators. Customer is responsible for complying with any and all such obligations. Customers in California must download and review the brochure at http://www.calphoneinfo.com/WorkArea/DownloadAsset.aspx?id=419.
 - ii. Level 3's Services are configured to provide Emergency Calling service only for telephone numbers that Level 3 has assigned to the Service. If Customer programs telephone numbers from another provider into Customer's MLTS, Customer is responsible for coordinating with the other provider to deliver Emergency Calling for that provider's telephone numbers.
- g. Customer will indemnify Level 3 and its affiliates from any claims that arise as a result of Customer's failure to advise end users of the limitations set forth herein and for claims that arise as a result of Customer's failure to perform its obligations hereunder.
- h. In the event that Emergency Calling limitations or requirements different than those stated herein are, in Level 3's reasonable opinion, necessary or advisable based on Level 3's interpretation of currently evolving Emergency Calling laws, rules and regulations, Customer agrees to negotiate modifications to this Section as requested by Level 3, and if agreement respecting the same cannot be reached, Level 3 may terminate the Service and this Agreement without liability.
- Other Jurisdictions. Country- specific additional emergency calling terms may be required and will be added to this Agreement upon Level 3 request.

B. Toll Free/FreePhone Service, VolP IFN and UIFN Service,

- (i) <u>Ownership of Telephone Numbers</u>. Level 3 is the party responsible (aka responsible organization) for Toll Free/FreePhone Numbers. In the event that Customer seeks to change such designation, Customer represents and warrants that it has all necessary rights and authority necessary to do so and will provide copies of letters of authority authorizing the same upon request (and in the format requested by Level 3). Customer shall indemnify Level 3 and its affiliates from any third party claim related to or arising out of any such change (or request for such a change).
- (ii) Porting, Number Availability and Other Restrictions. Porting by Customer of Toll Free/FreePhone Numbers pursuant to this Section shall not relieve Customer of its obligations under any Commits. Level 3 does not guarantee the availability of any requested Toll Free/FreePhone, IFN or UIFN Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free/FreePhone number availability. Customer may not reserve or activate such a Toll Free/FreePhone number for the purpose of selling, brokering, or releasing the Toll Free/FreePhone number to another person for any fee or other consideration. Customer may not use numbers to run contests, campaigns, or voting or other applications that may result in usage surges, heavy traffic or network congestion. Level 3 may, without liability, block any Toll Free/FreePhone number having usage surges or heavy traffic loads as determined by Level 3. If Customer does not submit a written request for the appointment of a new carrier for its Toll Free/FreePhone number(s) within thirty (30) days of termination of Service, then the number(s) will be returned to the independent administrative agency for reassignment. If at the time of cancellation or termination of Toll Free /FreePhone services, Customer owes an outstanding balance (30 days or more), then Customer's Toll Free/FreePhone number(s) shall not be released to another carrier or provider. Customer acknowledges that (i) IFN or UIFN numbers may be owned by an in-country telephone provider and not the Customer or Level 3, (ii) that the supply of numbers by such provider or regulatory authority may be conditional upon Customer furnishing information, letters or other documentation and (iii) that the provider may deny the granting of a specific number and/or discontinue service related to a specific number if they do not approve of the manner or purpose for which it is used. If Customer wishes to transfer service in respect of Toll Free/Freephone numbers provided by Level 3 to another carrier and the applicable provider or other regulatory authority supports portability of the applicable numbers, Customer should continue

active service with Level 3 until Customer's new carrier confirms that service has been transferred to avoid disruption of service. After transfer of service Customer will need to cancel service with Level 3.

(iii) Multiple Carrier Routing for US Toll Free Numbers. Customer agrees that if a US Toll Free number has multiple carrier routing capability whereby the traffic may go to Level 3 and another carrier, Level 3 will receive a minimum of 20% of the traffic for that Toll Free number each month or Customer will be assessed a make-up-to minimum charge equal to the difference between 20% of the total traffic for the Toll Free number expressed in US Dollars and the amount that Level 3 received. If Customer overflows or re-routes a dedicated Toll Free call to a switched telephone number for termination, switched voice rates will apply to such call.