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AMENDMENT NUMBER 22 TO
CONTRACT MA-017-16010665
BETWEEN
COUNTY OF ORANGE
AND
LEVEL 3 COMMUNICATIONS,LLC
FOR
WIDE AREA NETWORK TRANSPORT SERVICES

This Amendment Number 22 to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-1011150, formerly N1000008297) (as amended, the "Contract"), is made and entered into by the County of Orange ("County"), a political subdivision of the State of California, acting through the County Executive Office/Orange County Information Technology ("OCIT") and Level 3 Communications, LLC, D/B/A Lumen, a Delaware limited liability company ("Contractor" or "Level 3"). County and Contractor may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and

WHEREAS, on November 14, 2006, County and Time Warner Telecom Holdings, Inc. executed Contract N1000008297 for Wide Area Network ("WAN") Transport Services for a three (3)-year period effective November 14, 2006 through November 13, 2009, for a total amount not to exceed $1,440,000.00; and

WHEREAS, on May 1, 2007, County and Time Warner Telecom Holdings, Inc. executed Amendment No. 1 to Contract N1000008297 to amend Attachment A – Scope of Work; and

WHEREAS, on July 1, 2008, Time Warner Telecom Holdings, Inc. changed its name to TW Telecom Holdings, Inc. ("TW Telecom"); and

WHEREAS, on November 10, 2009, County and TW Telecom executed Amendment No. 2 to the Contract (as MA-017-10011150) to amend Attachment B – Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2010 for an additional amount not to exceed $418,800.48; and

WHEREAS, on August 31, 2010, County and TW Telecom executed Amendment No. 3 to amend Attachment B – Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2011, for an additional amount not to exceed $403,752.00; and

WHEREAS, on June 7, 2011, County and TW Telecom executed Amendment No. 4 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2012; and

WHEREAS, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby increasing the not to exceed amount by $32,305.00 for the period September 1, 2011 through November 13, 2012; and

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WHEREAS, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B – Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by $71,957.20 for the period November 1, 2011 through November 13; and

WHEREAS, on October 30, 2012, County and TW Telecom executed Amendment No. 7 to amend Attachment B - Cost/Compensation and extend the term of the Contract for the one (1)-year period November 14, 2012 through November 13, 2013, for an additional amount not to exceed $457,728.00; and

WHEREAS, on December 19, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by $11,748.00 for the period November 14, 2012 through November 13, 2013; and

WHEREAS, on November 5, 2013, County and TW Telecom executed Amendment No. 9 to amend Attachment B – Cost/Compensation, amend the Termination provisions of the Contract, and extend the term of the Contract for one (1) year, through November 13, 2014, for an additional amount not to exceed $422,400.00; and

WHEREAS, on January 10, 2014, County and TW Telecom executed Amendment No. 10 to amend Attachment B – Cost/Compensation and modify the Internet Circuit from Dedicated Internet to Burstable Internet, thereby increasing the not to exceed amount by $42,000.00 for the period November 14, 2013 through November 13, 2014; and

WHEREAS, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B – Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed $392,001.00; and

WHEREAS, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

WHEREAS, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed $543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

WHEREAS, on May 23, 2017, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 13 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2017 through June 13, 2018, for an additional amount not to exceed $209,660.80, for a revised cumulative contract amount of $4,793,627.71; and

WHEREAS, on August 16, 2017, County and Contractor executed Amendment No. 14 to revise the site address for Public Defender Circuits in Attachment A titled, "Scope of Work for Wide Area Network Transport Services"; and

WHEREAS, Level 3 filed a "DBA" in Sacramento County, CA on August 6th, 2018, indicating that Level 3 will do business as "CenturyLink", and Level 3 currently uses CenturyLink branding on its invoices and customer portals, and employees of the CenturyLink portfolio of affiliated entities are authorized to represent and execute any and all requirements of this Contract on behalf of Level 3; and

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WHEREAS, on June 12, 2018, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 15 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2018 through June 13, 2019, for an additional amount not to exceed $2,039,664.00, for a revised cumulative contract amount of $6,833,291.71; and

WHEREAS, Level 3, County, Atos International, and Atos Governmental IT Outsourcing Services, LLC, intend to execute a certain Assignment, Transfer, and Assumption Agreement ("Assignment, Transfer, and Assumption Agreement") wherein the parties to that agreement intend to agree that Level 3 will directly provide to the County the Services, products, and circuits formerly provided by Atos to the County; and

WHEREAS, on May 7, 2019, the Board of Supervisors approved Amendment No. 16 to replace a portion of the term of the Contract provided for in Amendment 15 and extend the term of the Contract through June 30, 2021, amend Attachment A – Scope of Work, Attachment B – Cost/Compensation, and incorporate Attachment C – Service Schedules, and Attachment D – County of Orange Circuit List; and

WHEREAS, on September 14, 2020, Contractor's ultimate parent company (CenturyLink) announced its name change and rebranding of the company as Lumen Technologies; and

WHEREAS, on May 25, 2021, the Board of Supervisors approved Amendment Number 17 to extend the term of the Contract through June 30, 2023, in an amount not to exceed $2,902,575, for a revised cumulative Contract amount of $19,670,665; and

WHEREAS, on November 16, 2021, the Parties executed Amendment No. 18 to amend Attachment D – County of Orange Circuit List; and

WHEREAS, on May 25, 2021, the Parties executed Amendment No. 19 to incorporate the revised Ethernet Service Schedule into Attachment C – Service Schedules and revise Attachment D – County of Orange Circuit List; and

WHEREAS, on May 24, 2023, the Parties executed Amendment No. 20 to extend the term of the Contract through June 30, 2024, in an amount not to exceed $490,780.08, for a revised cumulative Contract amount of$20,161,445.08 and incorporate revised Attachment B – Cost/Compensation and revised Attachment D – County of Orange Circuit List; and

WHEREAS, on January 24, 2024, the Parties executed Amendment No. 21 to extend the term of the Contract through January 30, 2027 and increase contract amount by $1,310,642.00, for a revised cumulative Contract amount of $21,472,088.00 and incorporate revised Attachment B – Cost/Compensation; and

WHEREAS, the Parties now desire to issue Amendment No. 22 to extend the term of the Contract through January 30, 2030 and increase contract amount by $720,000.00, for a revised cumulative Contract amount of $21,472,088.00 and incorporate revised Attachment B – Cost/Compensation and incorporate the following Service Schedules into Attachment C – Service Schedules: 1) Lumen Wavelength Lease Service Schedule; 2) Lumen's Service Level Agreement; and 3) revised Attachment D – County of Orange Circuit List.

NOW, THEREFORE, in consideration of the forgoing recitals (which are incorporated herein by this reference), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. This Amendment No. 22 shall be effective on the date the last Party signs it ("Effective Date"). The term of the Contract shall be extended through January 30, 2030, unless otherwise terminated by County as allowed under the Contract. The Parties agree that no Circuit Expiration Date shall exceed January 30, 2030

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and the County shall have no obligation to pay any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind for any work, Services, or circuit, or any portion of the foregoing, beyond the Commitment Term or January 30, 2030 unless this Contract is amended in writing and approved by the County's Board of Supervisors. For sake of clarity, any Service Orders purporting to obligate the County to service durations, Commitment Term(s), Circuit Expiration Date(s), or other obligations beyond January 30, 2030 shall not obligate the County and Contractor shall have no claim whatsoever against County for any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind arising therefrom. The County has the right to allow this Contract to expire without providing a reason or rationale and without paying any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind.

2. Attachment B, Cost/Compensation, shall be deleted in its entirety and replaced with revised Attachment B, attached hereto and incorporated herein by reference.

3. Attachment C, Service Schedules, Service Level Agreements, shall be revised to include the Lumen Wavelength Lease Service Schedule and the Lumen Service Level Agreement attached hereto and incorporated herein by reference.

4. Attachment D, County of Orange Circuit List, shall be deleted in its entirety and replaced with revised Attachment D, attached hereto and incorporated herein by reference.

5. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 22 on the dates shown opposite their respective signatures below:

LEVEL 3 COMMUNICATIONS, LLC, D/B/A LUMEN*:

Steve Arneson	Manager - Offer Management
Print Name	Title
Steve Arneson Steve Arneson (Oct 13, 2026 14:00:16 CDT)	10/13/2026
Signature	Date
Print Name	Title
Signature	Date

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

	Deputy Purchasing Agent
Print Name	Title
Signature	Date

APPROVED AS TO FORM, County Counsel, County of Orange, California

David Obrand	Deputy
Print Name	Title
Signed by: David Obrand FA94F003450445E...	10/14/2026
Signature	Date

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ATTACHMENT B
As revised per Amendment No. 22

COST/COMPENSATION

I. Compensation

This is a fixed price Contract between the County and the Contractor for Services as further described in this Contract, its amendments, and Attachment A (Scope of Work). Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all Services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which are not a force majeure event, as defined under Section T of the Contract, which may arise or be encountered in the execution of the Services until acceptance, for risks connected with the Services, and for performance by the Contractor of all its duties and obligations hereunder. County shall have no obligation to pay any sum in excess of total Contract Not To Exceed Limit (defined below) specified herein unless authorized by written amendment signed by both Parties.

II. Contract Limits

Absent an Amendment to the Contract Approved by the Board in accordance with the terms of the Contract, the maximum monetary amount payable by County for the Contract period February 1, 2027 through January 30, 2030 shall be the "Contract Not to Exceed Limit" set forth below. Contractor shall perform Services for the Monthly Recurring Charges identified in Attachment D (County of Orange Circuit List) that is incorporated herein by reference. The Parties agree that if the County elects to modify, disconnect, or terminate the Services or any portion of the Services, according to the terms of the Contract, the actual Monthly Recurring Charges and the total amount payable to Contractor under the Contract may be less than the sum of the Monthly Recurring Charges and/or Contract Not to Exceed Limit set forth in the table below.

Description	Total Monthly Recurring Charges (MRC)*	Term (Months)	Total Not To Exceed Amount for the Time Period from February 1, 2027 to January 30, 2030
Existing Services & New Services	$20,000.00	36	$720,000.00
Contract Not to Exceed Limit from February 1, 2027 to January 30, 2030: *MRC above includes estimated taxes, fees, and surcharges			**$720,000.00**

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III. Service Level Agreements

Contractor shall provide the Service Level Agreements and remedies for the Services pursuant to Attachment C – Service Schedules to the Contract.

(a) Any "Service Level" commitments applicable to Services are contained in Attachment C – Service Schedules applicable to each Service. If Contractor does not meet a Service Level, Contractor will issue to County a credit as stated in the applicable Attachment C – Service Schedules on County's request, except that credits will not be provided for Excused Outages. Contractor's maintenance log and trouble ticketing systems are used to calculate Service Level events.
(b) Unless otherwise set forth in Attachment C – Service Schedules, to request a credit, County may 1) utilize the customer portal at https://www.lumen.com/en-us/home.html to deliver a written request with sufficient detail to identify the affected Service, or 2) address the service outage with Contractor during the County – Contractor weekly cadence. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month.
(c) Escalation contact lists, including contact information for Customer Service, will be updated and provided to County on an ongoing basis, as needed.

IV. Payment Terms:

Non-Recurring Charges (NRC): Invoices for Non-Recurring Charges, such as charges for initial set-up, are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by both Parties. If service does not meet the acceptance testing criteria, Contractor assumes all costs and may not seek reimbursement from County. Non-Recurring Charges are subject to, and limited by, the Contract Not to Exceed Limit.

Monthly Recurring Charges (MRC): Invoices for Monthly Recurring Charges are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services shall begin upon the date of acceptance by County. Monthly Recurring Charges are subject to, and limited by, the Contract Not to Exceed Limit.

Contractor shall reference Contract number on invoice. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices will be returned to Contractor for correction.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements, provided that if the claim is related to a failure of services to meet the SLA requirements, the applicable SLA remedies apply. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

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V. Billing & Invoicing Instructions:

Invoices and supporting documentation are to be sent to:

County of Orange
OCIT/Division of Finance & Contracts
721 S. Parker St., Suite 200
Orange, CA 92868
Attn: Accounts Payable

Or

Via email to: ocitaccountspayable@ocit.oc.gov

The Contractor will provide an invoice for services provided. Each invoice shall have an invoice number and include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from above)
3. County Contract number: MA-017-16010665
4. Contractor's Federal I.D. number
5. Product/Service description, quantity, prices
6. Service ID
7. Circuit ID
8. Circuit name
9. Circuit site location (where each circuit terminates)
10. Total invoice amount

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.

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ATTACHMENT C
SERVICE SCHEDULES/SERVICE LEVEL AGREEMENTS

LUMEN WAVELENGTH LEASE SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders Intercity Wavelength Service, Metro Service, or International Wavelength Service (collectively "Wavelength Service" or "Service") on a lease basis. "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing services under this Service Schedule. The Service is subject to and governed by the Master Service Agreement or other service agreement executed between Lumen and Customer, and if none, Lumen's standard Master Service Agreement located at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html which Lumen may update from time to time (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.1 Additional General Terms. Customer will pay all charges for the Service. All invoices will be issued to the Customer and paid in the currency specified in the Order. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. If any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Service Description. 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 10GbE, 100GbE and 400GbE, OTU2, OTU2e, OTU4.

2.1 Service Levels. Service is subject to the Lumen Service Level Agreement available at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html and is subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Interconnection.

(A) Demarc. To use the Wavelength Service, Customer must provide to Lumen, at each Termination Node, a 10Gb or 100Gb Ethernet signal, as defined by IEEE 802.3ae, a 400Gb signal as defined by IEEE 802.3bs, a OTU2, OTU2e, OTU4 signal, as defined by ITU G.709, (collectively, "Traffic"), which Traffic will then be delivered by Lumen, in like format, to the opposite and corresponding Termination Node.

The demarcation point for the Wavelength Service will be the Lumen OSX or fiber termination panel at the Termination Node. Customer will be solely responsible for providing all interconnection equipment used both to deliver Traffic to, or to accept Traffic from Lumen 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 Lumen gateway, Customer willl provide Lumen with space and power (at no charge to Lumen), as reasonably requested by Lumen, 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 will provide Lumen with access to and the use of Customer's entrance facilities and inside wiring, and will procure rights for Lumen allowing the placement of facilities necessary for installation of facilities to deliver the 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, will be Customer's responsibility.

(C) Third Party Providers. Where Wavelength Service is being terminated Off-Net at the Customer premises through a third party provider to be provisioned by Lumen on behalf of Customer, the charges set forth in the Order for such Wavelength Service assumes that such 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) Lumen may charge Customer additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Order for such Wavelength Service, and (ii) installation of Service may be delayed. Lumen will notify Customer of any additional non-recurring charges and/or monthly recurring charges as soon as practicable after Lumen is notified by the local access provider of the amount of such charges.

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In addition, where Wavelength Service is being terminated Off-Net at the Customer premises through an Off-Net local loop to be provisioned by Lumen on behalf of the Customer, the charges and the Service Term set forth in the Order for such Wavelength Service assumes that such Wavelength Service can be provisioned by Lumen through the local access provider selected by Lumen or Customer for the stated Service Term. In the event Lumen is unable to provision such 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 Order, Lumen reserves the right, regardless of whether Lumen has accepted the Order, to suspend provisioning of such 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 Lumen 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 Wavelength Service will be cancelled without cancellation or termination liability of either party. Lumen does not guarantee that any Wavelength Service will be provided by a specified local access provider.

4. Reserved.

5. Definitions. All capitalized terms that are used, but not defined in this Service Schedule are defined in the Agreement or Order.

“Off-Net” means Services that are not On-Net.

"On-Net" means Service provided on the network owned (or operated and controlled) by Lumen between two locations that are served directly by Lumen owned (or operated and controlled) fiber and Lumen owned equipment.

“OSX” means optical shelf cross-connect.

“Protected” means any Service that includes a Lumen managed protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure.

“Termination Node” means the locations within Lumen’s facilities or within Customer premises in each of the cities in which termination is available. Each Wavelength Service will contain two (2) Termination Nodes, the exact location of which will be set forth in the Order.

“Unprotected” means any Service that does not include a Lumen managed protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

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Lumen Service Level Agreement

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

1. Availability Tiers.

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

Table 1.1

Availability Tier	Qualifying Services
BRONZE	• Unprotected Wavelength Service • Off-Net Unprotected EPL Service within United States and Canada • On-Net Unprotected EPL Service within United States and Canada, Europe, Latin America* and Service that includes subsea cable • Third Party Internet Service in Latin America and Asia Pacific**
SILVER	• Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Europe, Latin America* and Asia-Pacific**, and Service that includes subsea cable, • Off-Net Internet Services outside United States and Canada ("Silver Internet"), • Off-Net MPLS (IPVPN and VPLS) Services outside United States and Canada ("Silver MPLS (IPVPN and VPLS)"), • Standalone Managed Service • Standalone Edge Gateway Service • Lumen Hosted Gateway Service • Broadband Internet Access with Backup Cellular Internet Access • Silver Internet with Broadband Internet Access or Backup Cellular Internet Access****, or • Silver MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access**** • Third Party Internet Service in Europe
GOLD	• Protected Wavelength Service • On-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Latin America* and Asia-Pacific**, and Service that includes subsea cable, • Off-Net Internet Services in United States and Canada and all On-Net Internet Services regardless of the global region (collectively "Gold Internet"), • Off-Net MPLS (IPVPN and VPLS) Services in United States and Canada and all On-Net MPLS (IPVPN and VPLS) Services regardless of the global region (collectively "Gold MPLS (IPVPN and VPLS)), • Gold Internet with Broadband Internet Access or Backup Cellular Internet Access**** • Gold MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access**** • IPVPN On-Demand, or • Managed Service with MPLS (IPVPN and VPLS) or Internet Service directly connected to the Managed Service at a Site, or • Edge Gateway Service with MPLS (IPVPN and VPLS) or Internet Service directly connected to the Edge Gateway Service at a Site • Third Party Internet Service in the United States • Multi Cloud Gateway Service • Lumen Cloud Interconnect
PLATINUM	• On-Net and Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within United States and Canada, • On-Net Protected EPL, EVPL, E-Line, E-Access, and E-LAN Service within Europe, eLynk, Ethernet On-Demand, or Ethernet Fabric Connect

PLATINUM MANAGED SERVICE	• High Availability Managed Services***

* Any references to Latin America include Mexico.
**Any references to Asia-Pacific includes Australia, China, Hong Kong, India, Indonesia, Japan, Malaysia, New Zealand, Philippines, Singapore, South Korea, Taiwan, Thailand and Vietnam.
***High Availability Managed Services for Lumen Managed Equipment Devices and SASE Service using Lumen Hosted Gateway are not available. However, if Customer orders more than one Lumen Hosted Gateway and configures the services to create a failover design, the Platinum Managed Service Level applies.
**** The Enterprise Access Service(s) must be configured to create a backup design to qualify for the availability tier.

2. Service Availability Service Level.

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

If Customer purchases Managed Services or Edge Gateway Service and MPLS (IPVPN and VPLS) or Internet at a specific site, the cause of the Service Unavailability determines the applicable Service Tier. If the Service Unavailability is due to an issue with the MPLS (IPVPN and VPLS), or Internet Service, the Service Tier that the MPLS (IPVPN and VPLS), or Internet Service qualifies for independently applies. If the Service Unavailability is due to an issue with the Managed Service or Edge Gateway Service, the Service Tier that the Managed Service or Edge Gateway Service with the MPLS (IPVPN and VPLS) or Internet Service qualifies for applies. When any nonperformance, outages, failures to deliver or defect in the Service occur due to a Lumen Managed Service hosted on the Edge Gateway, the applicable Managed Services Service tier will apply in lieu of the Edge Gateway Service tier.

Lumen does not provide any Service Level credits for Service Unavailability for any satellite internet service, Standalone Broadband Internet Access, Primary Cellular Internet Access, Temporary Primary Transport, or Ethernet Leased Line. Lumen also does not provide any Service Level credits for Off-Net Unprotected EPL outside North America, Third Party Internet Service in Asia-Pacific, Third Party Internet Service in Africa and the Middle East, Third Party Internet Service in the countries and territories in the Caribbean, Third Party Internet Service in Canada or Third Party Wavelength Service. For Third Party Internet Service in Asia-Pacific and countries and territories in the Caribbean and all Ethernet Leased Line service, Customer may report faults and/or outages in Third Party Internet Service and Ethernet Leased Line to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. For Third Party Wavelength Service, Lumen will pass through to the Customer any applicable Service Level credits Lumen recieves from a third-party provider for Third Party Wavelength Service.

Table 2.1

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

BRONZE	99.5%	03:36:01 – 10:00:00 = 10% 10:00:01 – 14:00:00 = 20% 14:00:01 – 18:00:00 = 30% 18:00:01 – 22:00:00 = 40% 22:00:01 – 26:00:00 = 50% 26:00:01 or greater = 100%

3. Delivery Service Level.

Lumen will exercise commercially reasonable efforts to deliver (i) a Managed Service, Edge Gateway Service or Network Service except for IPVPN On-Demand, Ethernet On-Demand, Ethernet Fabric Connect, Multi-Cloud Gateway Service or Lumen SASE Solutions on or before the Customer Commit Date specified for the Service, (ii) a Lumen SASE Solutions software license within 24 hours of the SASE Delivery Confirmation Notice (including ZTNA licenses) or within 24 hours of Customer's completion of technical data gathering for Lumen Hosted Gateway, or (iii) Lumen SASE equipment within 15 business days of Customer's completion of technical data gathering. If a Service is not installed within these timeframes for reasons other than an Excluded Delay, Customer is entitled to a one-time service credit as set forth in Table 3.1.1, Table 3.2.1, or Table 3.2.2. If Customer's Agreement contains a right of termination for installation delay, that right of termination will not apply to the Services covered under this Delivery Service Level. Instead, this Delivery Service Level is Customer's sole remedy for delayed installation of the Service. This Delivery Service Level does not apply to Enterprise Access Services, Internet On-Demand, IPVPN On-Demand, Ethernet On-Demand or to Third Party Internet Service.

3.1 Delivery Service Level for Edge Gateway Service, all Managed Services and Network Services except for Internet On-Demand, IPVPN On-Demand, Ethernet On-Demand, and Lumen SASE Solutions.

Table 3.1.1

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

3.2 Delivery Service Level for Lumen SASE Solutions.

3.2.1 Table 3.2.1 SASE Software License

Hours After Delivery Confirmation Notice	Service Level Credit of Software License MRC
25-29	**10%**
30-35	**20%**
36-41	**30%**
42-47	**40%**
48-54	**50%**
Greater than 54	**100%**

3.2.2 Table 3.2.2 Lumen Hosted Gateway

Hours After Completion of Technical Data Gathering	Service Level Credit of Lumen Hosted Gateway MRC
25-29	**10%**
30-35	**20%**
36-41	**30%**
42-47	**40%**
48-54	**50%**
Greater than 54	**100%**

3.2.3 SASE Equipment.
If SASE Equipment is not delivered within 15 business days of Customer's completion of technical data gathering information, Customer will be entitled to a Service Level Credit of 100% of the SASE Equipment MRC for each 30 calendar day period until Lumen delivers equipment.

4. Performance Service Level – Internet Services.

Lumen offers the following Performance Service Levels on Lumen provided Internet Services. No Performance Service Levels apply for Third Party Internet Service.

4.1 Latency and Packet Delivery - POP to POP.
Lumen's service levels for Latency for Internet Services are set forth below in Table 4.1.1. Latency for Internet Services is expressed as targets thresholds, which are averaged monthly metrics between all Lumen designated points of presence ("POPs") in a given region. Latency and Packet Loss service levels are not available for Internet Services in the Middle East and Africa. The applicable "intra-region" latency parameter for the region in which the applicable customer site is located.

Table 4.1.1

Regions	Latency
Intra-North America*	**<45ms**
Intra-Europe	**<35ms**
Intra-Asia	**<110ms**
Trans-Atlantic	**<95ms**
Trans-Pacific	**<235ms**
Europe to Asia	**<345ms**

***Service Level targets for Hawaii are <75ms. Service Level targets for Alaska are <70ms.**

Table 4.1.2 Packet Delivery Service Level for Internet Services and Internet On-Demand except for Fiber+ Internet

Region	Packet Delivery
Global	**99.95%**

5. Performance Service Level – MPLS (IPVPN) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Ethernet On-Demand, IPVPN On-Demand, Multi-Cloud Gateway, Ethernet Fabric Connect and eLynk.

5.1 Latency, Jitter and Packet Delivery Service Levels - POP to POP. Lumen's service levels for Latency, Jitter and Packet Delivery are set forth below in Tables 5.1.1 and 5.1.2. For the Latency and Jitter calculations in Table 5.1.1 and Packet Delivery calculations in Table 5.1.2, targets are averaged monthly metrics between all Lumen designated points of presence ("POPs") in a given region.

Table 5.1.1 Ethernet On-Demand, IPVPN On-Demand, Ethernet Fabric Connect, Multi-Cloud Gateway, and eLynk

Regions	Latency	Jitter
Intra-North America**	<45ms	<3ms
Intra-Europe	<35ms	<3ms
Intra–United Kingdom****	<25ms	<3ms
Intra-Asia***	<110ms	<3ms
Trans-Atlantic (London/Amsterdam – New York)	<95ms	<3ms
Trans-Pacific (Tokyo – Sacramento, CA)****	<235ms	<3ms
Trans-Pacific (Sydney – Sacramento, CA)****	<235ms	<3ms
Trans-Pacific (Sydney – Tokyo)****	<235ms	<3ms
Europe to Asia^	<345ms	<3ms

*** 'Intra-Asia' is defined as: Bangkok, Beijing, Hanoi, Hong Kong, Kuala Lumpur, Manila, Jakarta, Shanghai, Taipei, Tokyo, Seoul and Singapore; excluding Australia.
^Additionally, add the applicable "intra-region" Latency parameter for the region in which the applicable Customer site is located.

Table 5.1.2 POP to POP Service Levels for MPLS (IPVPN) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Ethernet On-Demand, IPVPN On-Demand, Multi-Cloud Gateway, Ethernet Fabric Connect, and eLynk. For IPVPN On-Demand, only Basic Class of Service Pop to Pop metrics apply.

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

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

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

Table 5.2.1 End-to-End Service Levels.

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

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

Table 5.2.2 Loop Factor Latency Table.

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

5.3 Packet Delivery, Latency and Jitter Service Levels Credits. Customer will be entitled to a service credit off of the MRC or BCC for the Affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the Packet Delivery, Latency, or Jitter service levels for the Affected Service where such failure is related to Service Unavailability under the Availability Service Level.

Table 5.3.1

Service Level Credits		
Performance Metric	Service Level Credit	
Packet Delivery	99.99%	99.98% to 99.38% = 10% 99.37% to 98.77% = 30% Below 98.77% = 50%
	99.95%	99.94% to 99.34% = 10% 99.33% to 98.73% = 30% Below 98.73% = 50%
	99.90%	99.89% to 98.89% = 10% 98.88% to 97.89% = 30% Below 97.89% = 50%
	99.80%	99.79% to 98.80% = 10% 98.79% to 97.80% = 30% Below 97.80 = 50%
	99.50%	99.49% to 98.50% = 10% 98.49% to 97.50% = 30% Below 97.50 = 50%
	99.00%	98.99% to 97.51% = 10% 97.50% to 96.03% = 30% Below 96.03% = 50%
Latency	Delay Exceeding Latency Service Level 1-10ms = 10% 11-25ms = 30% >25ms = 50%	
Jitter	Delay Exceeding Jitter Service Level >2ms to 3ms = 10% >3ms-5ms = 30% >5ms = 50%	

6. Managed Services and Edge Gateway Service Level.

Lumen offers the following Managed Service Service Levels on Lumen provided Managed Services, and Edge Gateway Service.

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

Table 6.1.1

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

6.2 Notification Service Level. Lumen will notify Customer (i) of a Critical Incident within 15 minutes of the alarm signaling the Critical Incident and (ii) of an Incident within 30 minutes of the alarm signaling the Incident. If Lumen does not meet this Notification Service Level, Customer will be entitled to the following service credits. This Notification Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, Managed Network Service in Europe or Latin America, Lumen Hosted Gateway Service, or Self-Managed SASE Service.

Table 6.2.1

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

6.3 Response Time Service Level. Lumen continuously monitors all Managed Devices and provides maintenance and repair once Lumen has determined, through fault isolation, that a Managed Device has experienced a fault (i.e. "problem dispatch"). Lumen will begin remotely working to resolve the issue within the response times listed in Table 6.3.1. Prior to Lumen's response, or, if Customer requests maintenance assistance, Lumen may request Customer to verify that the local environment (including power, WAN/LAN connectivity, inside wiring / cabling etc.) has been diagnosed and ruled out as the source of the reported fault. This Response Time Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, Managed Network Service in Europe or Latin America, Lumen Hosted Gateway Service or Self-Managed Lumen SASE Service.

Table 6.3.1

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

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

Table 6.3.2

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

6.4 Time To Resolve (TTR). Lumen will target Resolution of a service impacted event based on the severity, according to the timeline below. The Service Level metric is measured in Business Hours from the Response Time in 6.3. This Time To Resolve Service Level will not apply to events that cause Service Unavailability. If Managed Service is unavailable, Customer will instead receive the Availability Service Level. This Time To Resolve Service Level will also not apply to events isolated to an issue related to the Managed Device. If the issue is related to the Managed Device, Customer will receive the Managed Device Replacement Service Level. This Time To Resolve Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, Managed Network Service in Europe or Latin America, Lumen Hosted Gateway Service, or Self-Managed Lumen SASE Service.

Table 6.4.1 Time To Resolve Service Level.

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

Table 6.4.2 Time To Resolve Service Level Credits High Severity.

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

Table 6.4.3Time To Resolve Service Level Credits Medium Severity.

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

Table 6.4.4Time to Resolve Service Level Credits Low Severity.

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

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

Table 6.5.1

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

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

Table 6.5.2

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

If replacement of the Lumen provided Managed Device is not reasonably practical, Lumen will notify Customer and Customer may terminate the Managed Service upon 10 Business Days prior written notice to Lumen. Inventory will be maintained consistent with vendor recommendations. In the event that a Customer provided Managed Device fails, Customer will not be eligible for a Service Level credit. Instead, Lumen will attempt to diagnose and restore the Managed Device. However, should the Customer provided Managed Device need replacement, Lumen will notify Customer of its inability to restore that Managed Device and the need for Customer to coordinate replacement per Customer's pre-existing CPE maintenance agreement at Customer's expense.

7. Chronic Outage Service Level.

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

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

Customer may only terminate a Service that is Unavailable as described above and must exercise its right to terminate the Affected Service under this Section, in writing, within 30 days after the event giving rise to the termination right. For clarification, termination of a Converged Service will result in termination of all applicable Services bundled together as the Converged Service under the Order. Customer is responsible for all Service charges until the termination date. If Customer fails to notify Lumen in the manner set forth in this section with respect to the applicable termination right, Customer will have waived its right to terminate the Affected Service or Affected Converged Service. This Service Level does not apply to Enterprise Access Service, Third-Party Internet Service, Multi-Cloud Gateway, Ethernet Fabric Connection, Ethernet On-Demand, or IPVPN On Demand.

8. Credit Request Process.

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

9. Limitations.

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

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

10. Definitions.

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

"Backup Cellular Internet Access" is defined as Cellular Internet Access deployed as a backup access service to Broadband Internet

Access Service, Internet Service, or MPLS (IPVPN and VPLS) Service. BIA may appear as Lumen IQ Delta Port Internet Connection on ordering, invoicing or other documentation.

“Broadband Internet Access” is defined as Lumen procured third-party provided unsecured local internet broadband service or satellite internet service and 24x7 monitoring and management of the broadband service. Satellite internet service is not eligible for service level credits.

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

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

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

“Calculated Monthly Operations and Maintanance (O&M)” is defined as the O&M Charge that was charged for the year in which the event giving rise to a service level credit occurred, divided by 12. Calculated Monthly O&M is only applicable to Lumen Wavelength Services provided on an IRU basis.

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

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

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

“CPE” is defined as Customer premises equipment.

“Critical Incident” is defined as an incident that produces a situation in which one or more Managed Devices becomes inoperable, produces incorrect results, or fails catastrophically. The list of incident alarms that signal a Critical Incident is available in the Lumen Managed Services Alarm Guide located at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html and is subject to change.

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

“Edge Gateway Service” is defined as Lumen Edge Gateway Services,vwhich may also be called “Adaptive Virtual Services Premises-Lumen Edge Gateway” or “Adaptive Virtual Services Premises” on ordering, invoicing, or other documentation.

“Enterprise Access Service” is defined as Broadband Internet Access Service or Cellular Internet Access Service.

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

“Excused Outage” is defined as any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents, or its end users; (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by Lumen or its third party providers; (c) Scheduled Maintenance, alteration, or implementation; (d) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information; (e) Lumen’s lack of access to the Customer premises where reasonably required to restore the Service; (f) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (g) Lumen's termination of Service for cause or Customer's use of Service in an unauthorized or unlawful manner; (h) improper or inaccurate specifications provided by Customer;(i) intentional shutdowns due to emergency intervention during security related incidents; (j) Customer-initiated changes to the network environment, architectures, or Managed Device configuation; (k) Customer’s failure to comply with any environmental requirements provided by Lumen or (l) force majeure events.

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

"High Availability Managed Service" is defined as two Managed Service packages each with active transport (Lumen or Customer provided) at the same site or same Customer provided cloud environment configured to create a failover design.

"Jitter" is defined as the measurement of the interpacket delay variance and packet loss in the Lumen IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic.

"Incident" is defined as an incident that produces a situation in which the operability of one or more Managed Devices is adversely impacted. The list of incident alarms that signal an Incident is available in the Lumen Managed Services Alarm Guide located at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html and is subject to change.

"Internet Service" is defined as Dedicated Internet Access, Internet On-Demand, Internet Services, High Speed IP, IP Transit Services, Hyper Internet, CenturyLink IQ Networking Internet Port, or Fiber+ Internet.

"Latency" is defined as the monthly average time it takes for a IP test packet to travel round trip across the relevant portion of the Lumen Network calculated as:

$$\text{Monthly Core Network Latency} = \frac{\text{Sum of daily Average Latency calculations for a given month}}{\text{Total number of days in a month}}$$

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

"Managed Service" is defined as Lumen SD-WAN with Versa Networks, Lumen SD-WAN with Cisco Meraki, Lumen Managed Equipment Service, Managed Network Service, or Lumen SASE Solutions.

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

"Network Service" is defined as Internet Service, Internet On-Demand, Wavelength Service, MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Ethernet Fabric Connect, Ethernet On-Demand, IPVPN On-Demand, Multi-Cloud Gateway, and eLynk. For clarity, the Ethernet services that do not meet the definition of Qualifying Service are not eligible for this Service Level Agreement.

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

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

"Packet Delivery" means the monthly average percentage of packets that are delivered over the relevant portion of the Lumen Network calculated as:

$$\text{Monthly Packet Delivery} = \frac{\text{Sum of daily Average Packet Delivery calculations for a given month}}{\text{Total number of days in a month}}$$

"Primary Cellular Internet Access" is defined as Cellular Internet Access without any other Lumen provided access method at Customer's site. Primary CIA may appear as Enterprise Wireless Access Service ("EWAS") on ordering invoicing or other documentation.

"Protected Wavelength Service" means Wavelength Service that includes a Lumen managed protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure.

"Qualifying Service" is defined as the Services listed in Table 1.1. For clarity, the following Ethernet services are not eligible for this Service Level Agreement: CenturyTel Metro Ethernet Services, EMBARQ Classic Ethernet Services, CenturyLink QCC Domestic Ethernet Private Line and Metro Ethernet Private Line, CenturyLink Metro Ethernet, CenturyLink QCC Metro Ethernet, CenturyLink QC Metro Ethernet, CenturyLink Ethernet over SONET, CenturyLink QC Intrastate Metro Ethernet, and CenturyLink E-Line Service.

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

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

"Service Unavailability" is defined as the complete inability (for reasons other than an Excused Outage) of Customer to deliver IP packets,

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from an individual Customer site to the network over the Qualifying Service. For a Managed Service to experience Service Unavailability, Customer must be unable to deliver IP Packets from an individual Customer site to the network over both the Managed Service(s) and any associated transport, if applicable. For Wavelength Services, Service Unavailability means the duration of a break in transmission measured from the first of ten (10) consecutive severely erred seconds ("SESs") on the affected Wavelength Service until the first of ten (10) consecutive non-SESs as defined by accepted industry standards. For Protected Wavelengths, Customer must be unable to deliver IP Packets from an individual Customer site to the network over both the primary and failover path. Service Unavailability is measured from the time a trouble ticket is opened to the time the Service is restored.

"Service Ready Date" is defined as the date Lumen notifies Customer that the Lumen SASE Solutions service is ready for activation.

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

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

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

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

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

"Third Party Internet Service" is defined as Internet Service provided entirely by Lumen's third party provider(s). Third Party Internet Service may also be referred to as Dedicated Internet Extension. For clarity, Third Party Internet Service is not Off-Net Internet Service. Off-Net Internet Service is Internet Service when the local access service component is not provided on the Lumen owned and operated network.

"Third Party Wavelength Service" is defined as a Wavelength Service provided entirely by Lumen's third party provider(s).

"Unprotected Wavelength Service" means Wavelength Service that does not include a Lumen managed protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

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ATTACHMENT D
COUNTY OF ORANGE CIRCUIT LIST

(see attachment titled "County of Orange Circuit List 9.24.2026)

County of Orange

Final Audit Report 2026-10-13

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