SERVICE SCHEDULE

LEVEL 3 WAVELENGTH SERVICE (Lease)

(EMEA Version: April 24, 2012)

1. **Applicability**. This Service Schedule forms part of the Master Service Agreement between Customer and Level 3 ("Agreement") and is applicable only where Customer orders Level 3® Intercity Wavelength Service, Level 3® Metro Wavelength Service, or Level 3® International Wavelength Service (collectively "Level 3 Wavelength Service") on a lease basis. With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Level 3 Affiliate which provides the local Service(s), containing terms necessary to comply with local laws/regulations, and such Level 3 Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

2. **Definitions**. Any capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

(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.

3. **Service Description**. 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 speeds consist of 1GbE, 2.5Gb, 10Gb, 40Gb and 10GbE, and 1Gb, 2Gb, 4Gb, 8Gb, and 10Gb Fibre Channel.

4. **Interconnection**.

(A) Demarc. 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 (or greater, as applicable) signal, as defined by Telcordia GR-253-CORE, a 1Gb or 10Gb Ethernet signal, as defined by IEEE 802.3ae, 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.

5. **Service Levels**.

(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 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

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

(C) Service Level Limitations. 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. 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 5(B), only one table will be used for purposes of calculating Service Level Credit owed for all impacted Services, which shall be the table resulting in the lowest Service Level Credit as applied to all Services impacted by the interruption.

(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. **Chronic Outage**. 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.