

Customer Satisfaction Guarantee

Overview

Level 3 Communications has made significant progress in improving our partner and customer experience. As we move into 2010, we want to make sure that we continue to instill confidence in you and your customers regarding the Level 3 service experience.

To encourage these activities, we will be offering a 90-day Customer Satisfaction Guarantee. If at the end of 90 days customers are not satisfied with Level 3, we will waive all early termination liabilities and refund their NRC. The guarantee will be available for 1- and 2-year term lengths only and network builds are not eligible for the Guarantee.

Applicable Products and Services

Products and Services Available for Promotion		
Level 3 [®] Intercity Private Line	Level 3 [®] Intercity Ethernet Private Line	Level 3 [®] Intercity Wavelength
Level 3 [®] Dedicated Internet Access	Level 3 [®] High Speed IP	Off-Net Access
Level 3 [®] IP VPN	Enterprise Voice Services	Local Voice Services
Level 3 [®] Metro Private Line*	Level 3 [®] Metro Ethernet Private Line*	Level 3 [®] Metro Wavelength*
Enterprise Network Services	Level 3 [®] EVPL	

*VPLS Excluded from promotion

Products and Services NOT Available for Promotion		
Level 3 [®] Colocation	Power	CDN
Level 3 [®] Extended On-Net	Cross Connects	Wholesale Voice Services
Private Dedicated Rings	Level 3 SM Vyvx [®] Services	Level 3 [®] VPLS

General Guidelines

Use the Customer Satisfaction Guarantee to win opportunities that would otherwise be lost.

Avoid opportunities involving:

- Complex off-net components
- Extremely tight delivery intervals
- Orders to support a limited-time event
- Orders placed with multiple vendors simultaneously to see which turns up first
- Large capacity needs (where off-net is likely)
- Certain LEC territories

Terms and Conditions

1. Services must be sold at or above the Sales Floor discount level.
2. If customer does not receive amendment, penalties will not be waived.
3. Promotional orders must be received between January 18, 2010 and March 31, 2010.
4. This promotion is not available for renewals.
5. 12- and 24-month contracts only.
6. Standard commission rates apply.
7. Standard MRC, NRC or CDR discounting applies.
8. Off-Net access included.
9. Low-latency routes and liquidity express routes are not applicable.
10. Promotion must be used at or above sales floor.
11. Customer will continue to pay MRC until actual disconnect occurs; date of disconnect request is irrelevant.
12. Promotion applies to sales within the Continental United States only. European sales are not included.
13. Customer must pay all usage and service fees for On-Net and Off-Net services.
14. Deal cannot include a network build or incremental capital.
15. Level 3 must approve non-standard T&Cs (SLA, config., etc.), dual promo usage and CPE equipment requirements.
16. Partner must communicate the applicability of any promotion offered at the time the order is submitted. Orders received without notice of a promotion will be assumed correct and no promotional offer will apply
17. Program Changes: The Company may modify, suspend, amend or terminate the Program at any time and without prior notice or consent by Participants. The Company specifically reserves the right to change the Program in a manner that may modify or eliminate the amount of Rewards that may otherwise be payable under this Program. No designee, may modify, suspend, amend, or terminate this Program. To be effective, any modification, suspension, or amendment of the Program must be authorized in writing by the Sales Operations lead or his/her designee.

Contact your Partner Sales Manager if you have any questions