

**QCC® QMOE® METRO OPTICAL ETHERNET SERVICE
SERVICE LEVEL AGREEMENT ("SLA")**

(not applicable to services offered under the QCC Wholesale and Enhanced Services Agreements)

This SLA applies to QMOE Metro Optical Ethernet Service ("QMOE" or "Service") ordered by customers pursuant to an agreement with Qwest Communications Company, LLC ("QCC") ("Agreement"). Capitalized terms not defined in this SLA are defined in the Agreement. This SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

1. Definitions.

"Calendar Month" refers to the period beginning at midnight on the first day of a month and ending at 11:59PM on the last day of that month.

"Service Interface" is the user-to-network-connection point where QCC establishes a demarcation on the Service.

2. Network Availability Objective.

(a) Customer will, subject to the terms, exclusions, and restrictions described in this SLA, be entitled to receive a credit from QCC if the availability ("Network Availability") of a particular QMOE Port for any Calendar Month falls below the percentage shown in the applicable credit schedule included in this section. The Service will, for purposes of this document, be deemed to be unavailable to Customer only if the QMOE Port ("Affected Port") is subject to an interruption (other than as noted herein) that results in the total disruption of the Service ("Outage").

(b) The credit ("Outage Credit") to which Customer may be entitled under this section will be equal to the applicable credit percentage, identified in the table below, of Customer's monthly recurring charges ("MRCs") for the associated Bandwidth Profile(s) on the Affected Port after application of any credits or discounts ("Eligible Service Charges"). The Outage Credit will not include credits on any other MRCs charged to Customer for any other service.

(c) Network Availability Percentage is calculated as follows:

$$\frac{(\text{Applicable Days in Calendar Month} \times 24 \times 60) - (\text{Minutes of Outage on Affected Port in Calendar Month})}{(\text{Applicable Days in Calendar Month} \times 24 \times 60)} \times 100$$

(d) For purposes of measuring Customer's Network Availability, the QCC trouble management system determines the number of minutes of an Outage. An Outage will be deemed to commence upon verifiable notification thereof by Customer to the QCC trouble management system, and QCC's issuance of a trouble ticket. An Outage will conclude upon the restoration of the Affected Port as evidenced by the appropriate network tests conducted by QCC.

Credit Schedule for MOE Ports		
Network Availability		Amount of Credit (as a % of the Eligible Service Charges for the Affected Port)
Upper Level	Lower Level	
100.00%	99.9%	0%
< 99.9%	99.5%	5%
< 99.5%	99.0%	10%
< 99.0%	95.0%	25%
< 95.0%	0%	50%

2.1 Latency Objective.

(a) Latency is defined as the elapsed time interval between the transmission of an Ethernet frame at a QCC network switch and the reception or detection of the same frame at another QCC network switch. QCC measures latency as Unidirectional or One-Way Delay ("OWD"). OWD is also referred to as end-to-end transit delay. For QMOE service, the one-way delay is the time measured between when the first bit of an Ethernet frame enters the ingress Service Interface to when the last bit of the same frame leaves the egress Service Interface (specifically, from Qwest's edge-site-switch to edge-site-switch within a metro region for Customers with two or more locations). The latency performance objective across a single QMOE network will be as indicated below. The objective only applies to frames that conform to the Bandwidth Profile on each Service.

Latency (One-Way)	Objective (Monthly Average)
Maximum	Less than 15 milliseconds
Typical	Less than 5 milliseconds

(b) Only successfully delivered egress frames will be measured against the objective (i.e., discarded or lost frames will not be counted). This Service performance parameter applies to all supported Ethernet line/data rates at the Service Interface and represents the total delay attributable to the QMOE network.

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2.2 Packet Loss Objective.

(a) The frame loss performance parameter identifies the percentage of in-profile Ethernet frames ("green" frames that are within CIR) not reliably delivered between Service Interfaces over a given measurement interval. Any frames that are out-of-profile ("yellow" or "red" frames, i.e., exceeding the CIR) are not counted towards the number of lost frames.

(b) Customer frames that may additionally be blocked or discarded at the Service Interface and not counted towards the frame loss objective include the following:

- Runt or frame size less than 64 bytes
- Jumbo frames with a Maximum Transmission Unit ("MTU") greater than 1522 bytes
- Corrupted frames with Cyclic Redundancy Check ("CRC"), Frame Check Sequence ("FCS") or alignment errors
- Frames that do not have a valid destination unicast Media Access Control ("MAC") (which determines the end address)
- Excessive broadcast or multicast frames

(c) Frame loss is defined as the percentage of frames that are dropped within, or between switches that are a part of the QMOE network (specifically, from Qwest's edge-site-switch to edge-site-switch within a metro region for Customers with two or more locations). QCC will engineer the QMOE network to minimize frame loss such that the performance objective will not exceed the following:

Performance Parameter	Dropped Frames (Monthly Average) Objective
Frame Loss Ratio	No more than 0.1%
	No more than 0.001% for P1 frames with Quality of Service ("QoS") in the QMOE core network*

* The QMOE core network is defined as being from the first (QCC-provided) core switch to the last (QCC-Provided) core switch in a metro for a particular EVC traffic flow.

(d) QCC reserves the right to limit the Customer's broadcast and multicast traffic on multipoint services.

(e) Thus, over any calendar month the frame loss objective for the QMOE network is to successfully deliver at least 99.9% of the Customer's frames from Service Interface to Service Interface or 99.999% for P1 traffic in the core when QoS is purchased.

3. Mean Time to Repair Objective.

(a) QCC is responsible for maintaining all equipment and cable on the QMOE network side of the Service Interface at Customer locations and the transmission facilities between Service Interfaces.

(b) QCC will furnish the Customer with a trouble reporting telephone number.

(c) Upon receipt of a trouble alarm or report, QCC will initiate action to clear the trouble and will commit to the following service restoral times for QMOE:

- Four hours in the event of a service interruption due to an electronic component failure
- Eight hours if the trouble is caused by a cable failure

4. Chronic Outages. Subject to the terms, exclusions and restrictions described herein, in the event Customer experiences chronic Outages with respect to any QMOE Port, Customer will be entitled to terminate the Affected Port. A QMOE Port suffers from chronic Outages if such QMOE Port, measured over any 30 day period, experiences more than five Outages, or more than 48 aggregate hours of Outages. Customer may as its sole and exclusive remedy for chronic Outages, upon 30 days prior written notice to QCC, terminate the Affected Port without incurring any early termination charges associated with that Affected Port except for all usage charges accrued to the date of termination. Customer must exercise any termination right available to it under this section within 30 days after Customer first becomes eligible to exercise the termination right. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will have waived such termination right.

5. Terms and Conditions.

(a) QCC is offering the Service in accordance with the QCC Rate and Services Schedule or Tariff and the applicable QCC agreement. In the event of a conflict between the terms of this document and the Rate and Services Schedule or applicable QCC agreement, the terms of this document will control, unless the conflict in the agreement is specifically called out by the parties in the agreement as intentionally differing from this SLA.

(b) To be eligible for an Outage Credit under this SLA, Customer must, in addition to complying with the other terms included herein: (1) be in good standing with QCC and current in their obligations, other than those invoices that are recognized as being in dispute; and

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(2) submit necessary supporting documentation and request reimbursement or credits under this SLA within 30 days of the conclusion of the service month in which the requisite unavailability occurs. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will, with respect to that remedy, have waived its right to such remedy.

(c) QCC will determine the Outage Credits provided to Customer by totaling the eligible Outage minutes throughout the Calendar Month on an Affected Port, subject to the restrictions and exclusions herein. Outage Credits for any Calendar Month must exceed \$25.00 to be processed. In no case will QCC provide credit to Customer for an Affected Port that exceeds the monthly recurring charge or the stated applicable maximum credit percentage. Customer may receive Outage Credits for a particular Affected Port for a maximum of four months in any 12 month period.

(d) QCC will give notice to Customer of any scheduled maintenance as early as is practicable and a scheduled outage will under no circumstances be viewed as an Outage under this SLA.

(e) The remedies included in this SLA are Customer's sole and exclusive remedies for disruption of the Service and will apply in lieu of any other service interruption guarantee or credit, outage guarantee or credit, or performance credit for which Customer might have otherwise been eligible.

(f) The objectives and related remedies set forth in this document will not apply to QCC services other than QMOE.

6. Restrictions and Exclusions. An Outage will not be deemed to have occurred if the Service is unavailable or impaired due to any of the following:

(a) Interruptions on a QMOE Port that is not an Accepted Port where an "Accepted Port" is one that has been accepted or deemed accepted following provisioning of an installation order or change order;

(b) Interruptions on QMOE Ports that are provided by providers other than QCC;

(c) Interruptions caused by the negligence, error, or omission of Customer or others authorized by Customer to use or modify Customer's Service;

(d) Interruptions due to failure of power at Customer premises or failure or poor performance of Customer premises equipment;

(e) Interruptions during any period in which QCC or its agents are not afforded access to the premises where the access lines associated with Customer's Service are terminated, provided such access is reasonably necessary to prevent a degradation or to restore Service;

(f) Interruptions during any period when QCC has posted on the QCC Web site or communicated to Customer in any other manner that Customer's Service will be unavailable for maintenance or rearrangement purposes, or Customer has released the Service to QCC for the installation of a Customer service order;

(g) Interruptions during any period when Customer elects not to release the network for testing and/or repair and continues to use it on an impaired basis;

(h) Interruptions resulting from force majeure events as defined in Customer's agreement for Service;

(i) Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner;

(j) Interruptions resulting from a QCC disconnect for Customer's breach of a term set forth in the agreement pursuant to which QCC is providing the service to Customer;

(k) Interruptions resulting from incorrect, incomplete, or inaccurate orders from Customer;

(l) Interruptions due to improper or inaccurate network specifications provided by Customer;

(m) Interruptions resulting from a failure of a carrier other than QCC providing an off-net service; or

(n) Special configurations of the standard Service that have been mutually agreed to by QCC and Customer; provided, however, QCC may provide a separate service level agreement to Customer for those special configurations.