

**QWEST QWAVE® PRIVATE LINE
SERVICE LEVEL AGREEMENT**

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

This Service Level Agreement (“SLA”) applies to Qwest QWave service (“Service” or “QWave”) ordered by customers pursuant to an agreement (“Agreement”) between the specific customer (“Customer”) and Qwest Communications Corporation (“QCC”). In no case will Qwest be required to provide duplicate reimbursement or payment to Customer for any Service quality failure incident.

Circuit Availability

Customer will, subject to the terms, exclusions, and restrictions described herein, be entitled to receive from Qwest a credit, as outlined in the Outage Credits section of this SLA, if the availability (Circuit Availability) of a circuit for any calendar month falls below the percentage shown in the relevant credit schedule included in this section (“Outage Credit”). The credit schedule provides availability objectives and related remedies.

Circuit Availability objectives and related remedies are provided for local access or tail circuits used in connection with the service only if these are on Qwest-owned network facilities.

The service will for purposes of this SLA be deemed to be unavailable to Customer only if the service on a particular circuit (“Affected Service”) is subject to an interruption (other than noted herein) that results in the total disruption of the service (“Outage”).

The credit to which Customer may be entitled under this section will be equal to the applicable percentage of Customer’s monthly recurring charges (“MRC”) for the Affected Service after application of any credits or discounts (“Eligible Service Charges”). The credit will not include credits on any other MRCs charged to Customer for any other service.

Circuit Availability is the measure of Service, expressed in percentage, calculated as Total Time minus Outage Time divided by Total Time. For the purpose of this definition, “Total Time” is the number of seconds in a calendar month. “Outage Time” is the time in seconds the service has had an “Outage.”

For protected or Dual Path Service, Outage Time includes only the amount of time in seconds that both service paths experience concurrent Outage Time. If at any given time any one of the two paths is available it will not be deemed as Outage Time.

1. Outage Credits.

1.1 Intercity (Long Haul) QWave.

1.1.A Unprotected Single Path Service. Service is delivered on Qwest-owned network facilities using a single path providing two fiber hand off to the Customer at Qwest-designated hand off points.

Credit Schedule for QWave Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Lower Level	
100%	99.90%	0%
< 99.9%	99.70%	5%
< 99.7%	99.20%	10%
< 99.2%	98.50%	25%
< 98.5%	0%	50%

1.1.B Unprotected Dual Paths. Service is delivered on Qwest-owned network facilities using two diversely routed paths and providing four fiber hand off to the Customer at Qwest-designated hand off points.

Credit Schedule for QWave Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Level	
100%	99.99%	0%
< 99.99%	99.90%	5%
< 99.9%	99.70%	10%
< 99.7%	99.50%	25%
< 99.5%	0%	50%

1.1.C Protected POP-to-POP. Service is delivered on Qwest-owned network facilities using diversely routed dual paths between Qwest-designated and -owned POP locations along with protection switching and providing two fiber hand off to the Customer at Qwest-designated hand off points.

Credit Schedule for QWave Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Level	
100%	99.99%	0%
< 99.99%	99.90%	5%
< 99.9%	99.70%	10%
< 99.7%	99.50%	25%
< 99.5%	0%	50%

1.1.D Protected End-to-End. Service is delivered on Qwest-owned network facilities using diversely routed dual paths between Qwest-designated, on net, end locations along with protection switching and providing two fiber hand off to the Customer at Qwest-designated hand off points.

Credit Schedule for QWave Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Level	
100%	99.99%	0%
< 99.99%	99.90%	5%
< 99.9%	99.70%	10%
< 99.7%	99.50%	25%
< 99.5%	0%	50%

1.2 Metro Circuits.

1.2.A Unprotected Single Path. Service is delivered on Qwest-owned network facilities using a single path providing two fiber hand off to the Customer at Qwest-designated hand off points.

Credit Schedule for End to End Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Lower Level	
100%	99.90%	0%
< 99.9%	99.70%	5%
< 99.7%	99.20%	10%
< 99.2%	98.50%	25%
< 98.5%	0%	50%

1.2.B Unprotected Dual Paths. Service is delivered on Qwest-owned network facilities using two paths, diversely routed, and providing four fiber hand off to the Customer at Qwest-designated hand off points.

Credit Schedule for QWave Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Level	Lower Level	
100%	100.00%	0%
< 99.999%	99.99%	5%
< 99.99%	99.90%	10%
< 99.9%	99.50%	25%
< 99.5%	0%	50%

1.2.C Core Protected. Service is delivered on Qwest owned network facilities using diversely routed dual paths between Qwest-designated on-net locations along with protection switching and providing two fiber hand off to the Customer at Qwest-designated hand off points.

Credit Schedule for QWave Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Level	
100%	99.99%	0%
< 99.99%	99.90%	5%
< 99.9%	99.70%	10%
< 99.7%	99.50%	25%
< 99.5%	0%	50%

1.3 The Outage Credit will apply to the monthly recurring charges for the section of the Service affected by an Outage (“Eligible Monthly Recurring Charge of Affected Services”); provided, however, that if any portion of the affected Service remains beneficially used or useable by Customer between any intermediate terminals (where Customer has installed drop and insert capability) or end terminals, the Outage Credit will not apply to that pro-rata portion of the mileage. The length of each Outage will be calculated in seconds. An Outage will be deemed to have commenced upon verifiable notification thereof by Customer to Qwest, or, when indicated by network control information actually known to Qwest network personnel, whichever is earlier. Each Outage will be deemed to terminate upon restoration of the affected Service as evidenced by appropriate network tests by Qwest. Qwest’s trouble ticketing system will be the governing source of data for calculating Outage Credits. Qwest will give notice to Customer of any scheduled outage as early as is practicable, and a scheduled outage will under no circumstances be viewed as an Outage hereunder.

1.4 Outage Credits will not be granted if the malfunction of any Service is due to:

- (a) Interruptions or times of service degradation during any period in which Qwest 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;
- (b) Interruptions or times of service degradation during any period when Qwest has posted on the Qwest 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 Qwest for the installation of a Customer Service order;
- (c) Interruptions or times of service degradation during any period when Customer elects not to release the Service(s) for testing and/or repair and continues to use it on an impaired basis;
- (d) Interruptions or times of service degradation resulting from force majeure events beyond the reasonable control of Qwest including, but not limited to, acts of God, government regulation, labor strikes, national emergency, or war (declared or undeclared);
- (e) Interruptions or times of service degradation resulting from Customer’s use of the Service in an unauthorized or unlawful manner;
- (f) Interruptions or times of service degradation resulting from a Qwest disconnect for Customer’s breach of a term set forth in the Agreement;
- (g) Interruptions or times of service degradation resulting from incorrect, incomplete, or inaccurate orders from Customer;
- (h) Interruptions or times of service degradation due to improper or inaccurate network specifications provided by Customer;
- (i) Interruptions or times of service degradation resulting from an outage or other defect occurring in Customer’s Interconnection Facilities; or

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

1.5 To be eligible for Outage Credits under this SLA, Customer must submit necessary supporting documentation and request the Outage Credit within 30 days of the conclusion of the service month in which the Outage arose. All approved Outage Credits will be credited on the next monthly invoice for the affected Service after receipt of Customer's request for credit and Qwest's approval of the Outage Credit. The total of all Outage Credits applicable to or accruing in any given month will not exceed the amount payable by Customer to Qwest for that same month for such Service.

1.6 "Chronic Outage" for purposes of this SLA, means that over a 30 consecutive day period, Service experiences: (a) more than five outages related to the same issue; or (b) more than 48 aggregate hours of outages. If Customer experiences Chronic Outages with respect to the Service, Customer will be entitled to terminate the affected Service without further obligation by providing Qwest with written notice following such Chronic Outages (a "Chronic Circuit Cancellation"). Customer must exercise any termination right available to it under this section within 30 days after Customer first becomes eligible to exercise the applicable termination right. In the event Customer fails to comply with the condition set forth in the preceding sentence, Customer will, with respect to the applicable termination right, have waived its right to terminate.

1.7 The Outage Credit and Chronic Circuit Cancellation described in this section will be the sole and exclusive remedy of Customer in the event of any Outage or Chronic Outages, and under no circumstance will either be deemed a default under the Agreement.

2. Performance Objectives

The following assumptions apply to the derived data:

- 1GbE, 2.5G 10G, and 10GbE circuits originate and terminate on wavelength translators interfacing to Qwest's optical Dense Wave Division Multiplexing (DWDM) backbone
- Mean Time To Repair (MTTR) for DWDM, and wavelength translator equipment: 4 hours
- MTTR for fiber optical cable: 8 hours (Bellcore Standard)
- Cable cut rate: 4.39 /year/1,000 sheath miles (Bellcore Standard)
- BER: 1×10^{-12}

3. Acceptance Criteria.

The acceptance criterion is to demonstrate the above-specified BER performance levels measured during a 24-hour test period. If the BER specified (10^{-12}) is observed during the 24-hour test period, the Service is considered accepted.