

## QWEST BROADBAND ACCESS AGGREGATION SERVICE LEVEL AGREEMENT

The Qwest Broadband Access Aggregation Service is subject to the following service level agreement (“SLA”), which is effective as of the first day of the second month after initial installation of Services. The SLA is subject to the Qwest Broadband Access Aggregation Service Agreement entered into between Qwest and Customer.

### NETWORK AVAILABILITY

Goal	Remedy
100%	Each cumulative hour of Network Downtime qualifies Customer for one day’s charges pro-rated from the MRCs of the Affected Service.

### LATENCY

Qwest Service

Goal	Actual Latency = Remedy			
50 ms	51 – 60 ms = 10% of MRCs for Affected Service	61 – 80 ms = 20% of MRCs for Affected Service	81 – 150 ms – 30% of MRCs for Affected Service	Greater than 150 ms = 50% of MRCs for Affected Service

Off Net Service

Goal	Actual Latency = Remedy			
95 ms	96 – 105 ms = 10 % of MRCs for Affected Service	106 – 115 ms = 20% of MRCs for Affected Service	116 – 200 ms – 30% of MRCs for Affected Service	Greater than 200 ms = 50% of MRCs for Affected Service

### PACKET DELIVERY

Goal	Actual Packet Delivery = Remedy		
99.50%	99.01 % - 99.49% = 10% of MRCs for Affected Service	90% - 99% = 25% of MRCs for Affected Service	Less than 89.99% = 50% of MRCs for Affected Service

### REPORTING

Goal	Remedy
10 minutes	Each failure to report Service interruptions within the Goal qualifies Customer for one day’s charges pro-rated from the MRCs of the Affected Service, at a maximum of one such credit accrued per day.

### JITTER

Goal	Actual Jitter = Remedy		
2 ms	2.1 – 3 ms = 10% of MRC for Affected Service	3.1 – 4 ms = 25% of MRC for Affected Service	Greater than 4.1 ms = 50% of MRC for Affected Service

**Components Included.** All components (e.g., POPs, Routers, Circuits) of the Qwest IP Network (“Qwest IP Network”) and the components of certain other Internet backbone providers in certain locations (“Off Net”) are covered by this SLA. Components of the BAAS Platform (e.g., routers) are included only in the Network Availability goal. The SLA is limited to components of Qwest’s continental U.S. IP Network. “Affected Service” means only the Service that is affected in a particular LATA due to (i) Network Downtime under the Network Availability goal or (ii) the failure of the other goals in this SLA. SLA credits shall be based only on the MRCs for Subscribers located in the particular LATA for which Customer is eligible to receive service credits under the applicable SLA.

**Components that are Excluded.** All other services and components relating to the Service, including without limitation the following, are not covered by the SLA: all access and connection facilities to the Master Aggregation ATM Switch (e.g. DSL, PVC, local loop, tail circuit); the Master Aggregation ATM Switch; the DSL Aggregator Port; the DS-3 connection from the Master Aggregation ATM Switch to the BAAS Platform; Customer and Subscriber equipment; and any other services or components not operated by Qwest or are not a part of the Service, including without limitation network connection (e.g., DS3 or OC-3) from the Qwest network edge router to Customer’s L2TP network sever at the Customer premises and associated facilities to use the BAAS L2TP Service.

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### **Measurement.**

**Network Availability.** Network Availability is based on "Network Downtime," which exists when the BAAS Platform is unable to transmit and receive data from a particular affected LATA. Network Downtime is measured from the time the trouble ticket is opened to the time the Affected Service is again able to transmit and receive data.

**Latency.** The average network delay ("Latency") will be measured via roundtrip pings on an ongoing basis every five (5) minutes to adequately determine a consistent average monthly performance level for Latency at the relevant POPs. Latency is calculated as follows:

$$\frac{\sum (\text{Roundtrip Delay for relevant POP-POP trunks})}{\text{Total Number of relevant POP-POP trunks}} = \text{Latency}$$

**Packet Delivery.** Packet Delivery will be measured on an ongoing basis every five (5) minutes to adequately determine a consistent average monthly performance level for packets actually delivered between the relevant POPs.

**Jitter.** Jitter is a measurement of the interpacket delay variance and packet loss in the Qwest IP Network, which is measured by generating synthetic user datagram protocol (UDP) traffic.

**Remedies.** In order to request SLA credits, Customer must contact the Call Management Center. To receive service credits set forth herein, such requests must be made within five (5) business days of the last day of the month in which the relevant SLA was not met. A credit shall be applied only to the month in which the event giving rise to the credit occurred. The maximum SLA credits issued in any one calendar month shall not exceed: (i) seven (7) days' charges pro-rated from the MRC of the Affected Service with respect to Network Availability and Reporting; or (ii) 50% of the MRCs of the Affected Service with respect to the other SLAs. In no event shall the total credit, in the aggregate for all credits issued in one month exceed the equivalent of 50% of the relevant MRCs for the Affected Service.

**Service Credit Exceptions.** Service credits shall not be issued where the SLA is not met as a result of: (i) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (ii) the failure or malfunction of equipment, applications or systems not owned or controlled by Qwest or its network partners; (iii) Force Majeure Events; (iv) scheduled service maintenance, alteration, or implementation; or (v) the unavailability of required Customer personnel, including as a result of failure to provide Qwest with accurate, current contact information.

### **Maintenance.**

**Normal Maintenance.** Normal Maintenance refers to upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible outages. Such effects related to Normal Maintenance shall not give rise to service credits under this SLA. Normal Maintenance shall be undertaken only as follows: Sunday, Tuesday, and Thursday mornings between the hours of 12:00 AM and 6:00 AM Local Time for the Qwest IP Network; Tuesday and Thursday mornings between the hours of 2:00 AM and 6:00 AM Local Time for maintenance of the BAAS Platform; Thursday evening of each month between the hours of 9:00 PM and 12 midnight ET for major (first and third Thursday of each month) and minor IT releases; and the eleventh (11<sup>th</sup>) day of each month for migration of billing systems. IT releases may affect order processing systems. For purposes of this SLA, "Local Time" refers to the local time in the time zone in which an Affected Service is located. Qwest shall provide ten (10) days prior notice of Normal Maintenance. Qwest may change the maintenance window times upon posting to the website or other notice to Customer.

**Urgent Maintenance.** Urgent Maintenance refers to efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Services, including possible outages. Such effects related to Urgent Maintenance shall entitle Customer to service credits as set forth in this SLA. Qwest may undertake Urgent Maintenance at any time deemed necessary and shall provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

**Customer Termination Rights.** Customer may terminate the Affected Services without early termination charges if, in any single calendar month: (i) Network Downtime exists for at least twenty-four (24) hours in the aggregate; or (ii) any single event entitling Customer to credits under Network Availability exists for a period of at least eight (8) consecutive hours. Such termination must be conducted by written notice to the Call Management Center, with a courtesy copy to the attention of Qwest's General Counsel, and within five (5) business days following the end of the relevant calendar month. Such termination will be effective forty-five (45) days after receipt of written notice by Qwest.

The provisions of this SLA state Customer's sole and exclusive remedies for Service interruptions or Service deficiencies of any kind whatsoever.