

QWEST INTERNET NETWORK SERVICE LEVEL AGREEMENT

A list of locations (including NOC support information) corresponding to each Tier is appended to this SLA as Attachment 1, which may be updated by Qwest. The SLA is effective as of the first day of the second month after initial installation of Services.

NETWORK AVAILABILITY

Region	Goal	Remedy
All Regions, All Tiers	100%	Each cumulative hour of Network Downtime qualifies Customer for one day's charges pro-rated from the MRC of the Affected Service.

LATENCY

Region: Intra U.S.	Goal	Actual Latency = Remedy		
Out of Region	50 ms	51 – 60 ms = 10% of MRC	61 – 80 ms = 25% of MRC	Greater than 80 ms = 50% of MRC
In Region	65 ms	Greater than 65 ms = 10% of MRC		
Off Net	95 ms	96 – 105 ms = 10 % of MRC	106 – 115 ms = 25% of MRC	Greater than 115 ms = 50% of MRC

Region: Intra Europe	Goal	Actual Latency = Remedy		
Tier 1	60 ms	61 – 70 ms = 10% of MRC	71 – 90 ms = 25% of MRC	Greater than 90 ms = 50% of MRC
Tier 2	135 ms	Greater than 135 ms = 10% of MRC		

Region: Trans-Atlantic	Goal	Actual Latency = Remedy		
	100 ms	Greater than 100 ms = 10% of MRC		

Region: Intra Asia-Pacific	Goal	Actual Latency = Remedy		
Tier 1	100 ms	101 – 120 ms = 10% of MRC	121 – 150 ms = 25% of MRC	Greater than 150 ms = 50% of MRC
Tier 2	110 ms	111 – 220 ms = 5% of MRC		Greater than 220 ms = 10% of MRC
Tier 3	225 ms	226 – 450 ms = 5% of MRC		Greater than 450 ms = 10% of MRC

Region: Trans-Pacific	Goal	Actual Latency = Remedy		
	130 ms	131 – 150 ms = 10% of MRC	151 – 180 ms = 25% of MRC	Greater than 180 ms = 50% of MRC

Region: Europe to Asia	Goal	Actual Latency = Remedy		
	285 ms	286 – 305 ms = 10% of MRC	306 – 335 ms = 25% of MRC	Greater than 335 ms = 50% of MRC

PACKET DELIVERY

Region: Intra U.S.	Goal	Actual Packet Delivery = Remedy		
Out of Region	99.50%	99.01 % - 99.49% = 10% of MRC	90% - 99% = 25% of MRC	Less than 89.99% = 50% of MRC

Region: Intra Europe	Goal	Actual Packet Delivery = Remedy		
Tier 1	99.50%	99.01 % - 99.49% = 10% of MRC	90% - 99% = 25% of MRC	Less than 89.99% = 50% of MRC

Region: Intra Asia-Pacific	Goal	Actual Packet Delivery = Remedy		
Tier 1	99.50%	99.01 % - 99.49% = 10% of MRC	90% - 99% = 25% of MRC	Less than 89.99% = 50% of MRC
Tier 2, Tier 3	99.00%	Less than 99.00% packet delivery = 25% of MRC		

REPORTING

Region:	Goal	Remedy
Intra U.S. (In and Out of Region); Intra Europe; Intra Asia-Pacific (Tier 1)	10 minutes	Each failure to report Service interruptions within the Goal qualifies Customer for one day's charges pro-rated from the MRC of the Affected Service, at a maximum of one such credit accrued per day.

Components Included. All components of the Qwest IP Network and the components of Qwest's network partners in certain locations (e.g., POPs, Routers, Circuits) are covered by this SLA. Local access/connection facilities (i.e., the local loop or tail circuits) ("Local Access") used to access the Qwest IP Network or partner networks and any Customer equipment are not included as components of the Qwest IP Network for purposes of this SLA; provided, however, solely for purposes of the "Network Availability SLA," the components of the Qwest IP Network shall include any Local Access provided by Qwest, but shall specifically exclude any Local Access furnished or ordered directly by Customer. The Intra-U.S. region is limited to components of Qwest's continental U.S. IP Network and the GSP Network, if applicable. The Intra Europe and Intra Asia-Pacific regions are limited to the relevant Qwest or partner network POPs located in any particular Tier 1, Tier 2, or Tier 3 location. The Trans-Atlantic region is limited to components of the Qwest or partner network between the Ballston, VA and London POPs. The Trans-Pacific region is limited to components of the Qwest IP Network between Qwest's Tokyo and San Francisco POPs. The Asia-Europe region is limited to components of the Qwest IP Network between Qwest's Hong Kong and London POPs.

Measurement.

Network Availability. Network Availability is based on "Network Downtime," which exists when a particular Customer DIA port (the "Affected Service") is unable to transmit and receive data and such failure is recorded in the trouble ticket system. 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.

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Latency. The average network delay ("Latency") will be measured via roundtrip pings on an ongoing basis every 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 5 minutes to adequately determine a consistent average monthly performance level for packets actually delivered between the relevant POPs.

Remedies. In order to request SLA credits, Customer must contact the Call Management Center (or if Qwest is providing DIA Service in either Europe or Asia, Customer shall instead contact the NIC support information set forth in Attachment 1). In order 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 and Wednesday mornings between the hours of 12:00 AM and 6:00 AM Local Time for the Intra U.S. region; Tuesday and Sunday between the hours of 2:30 AM and 6:30 AM Local Time in Tier 1 Intra Europe locations; Sunday and Wednesday mornings between the hours of 2:00 AM and 8:00 AM Local Time in Tier 1 Asia-Pacific locations; and Sunday mornings between the hours of 1:00 AM and 5:00 AM Local Time in Tier 2 and Tier 3 Asia-Pacific locations. 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 five (5) days prior notice of Normal Maintenance for the Intra Asia-Pacific region (Tiers 1, 2, and 3), and at least two (2) days prior notice for the Intra U.S. and Intra Europe regions.

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 in the Intra U.S. region 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. Customer may terminate the Affected Services in the Intra Europe and Intra Asia-Pacific regions without early termination charges if Qwest is unable to restore the Service to satisfy the SLAs herein during a sixty (60) day cure period. Such cure period shall commence at the end of the calendar month in which the trouble ticket is opened. Termination of the Affected Services shall be effective as of cessation of use of such services by Customer and receipt by Qwest of written notice of termination from Customer.

Installation. Solely with respect to Service in the U.S., Qwest's goal is to install Local Access ordered by Customer within the following timeframes: Out of Region – DS-1 = 30 days, DS-3 = 45 days, OCs = 75 days; and In Region – DS-1 = 30 days. If the Installation Goal is not met, Customer shall qualify for one day's charges pro-rated from the MRC of the Affected Service for each day beyond the applicable Goal until the Local Access is installed, at a maximum of 15 days charges. This Installation Goal only applies to local loops provided in the U.S. by Qwest or its affiliates in conjunction with DIA ports. Installation time is measured from the date the local loop order is accepted by Qwest Engineering.

Intra-U.S., In Region. If the Service is provided within Qwest's In Region in the United States, the Qwest Service and the GSP Service shall, collectively, be subject to the SLAs as set forth herein; provided, however, that Qwest and GSP shall be separately responsible for the performance of the services each of them provides to Customer under their respective Agreements. Qwest shall have sole responsibility for the Qwest Service and its compliance, or failure to comply, with the SLA. GSP shall have sole responsibility for the GSP Service and its compliance, or failure to comply, with the SLA. GSP shall cooperate with Qwest such that Qwest, on Customer's behalf, may facilitate Customer's receipt of the total reimbursement, if any, due from the two companies for any failure to meet the SLA. In Region and Out of Region measurements and goals set forth herein apply to included components within each such region, rather than across or between the regions. Qwest provides the Service in Arizona in conjunction with a separate Global Service Provider ("GSP") that provides Customer connectivity to the global Internet. Only Arizona shall be deemed to be an "In Region" (or "IR") state hereunder. When Qwest is able to provide GSP services in Arizona, that state shall no longer be deemed an In Region state. "Out of Region" (or "OOR") means those states that are not the In Region state.

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