

## QWEST COMMUNICATIONS CORPORATION ("QWEST") INTERNET NETWORK SERVICE LEVEL AGREEMENT

A list of International 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. The goals associated with the "Latency," "Packet Delivery" and "Jitter" SLAs set forth below are measured using monthly averages of the Qwest IP Network.

### NETWORK AVAILABILITY

Network Availability is based on "Network Downtime," which exists when a particular Internet port of Customer is unable to transmit and receive data. Such failure is recorded in the Qwest IP Network trouble ticket system. Network Downtime is measured from the time the trouble ticket is opened in the Qwest trouble management system to the time the Affected Service is again able to transmit and receive data. There are no Availability SLAs associated with the following regions: Intra U.S.- Off Net, Trans-Atlantic, Trans-Pacific, and Europe to Asia.

Region	Goal	Remedy
Intra U.S., Puerto Rico to U.S., Intra Canada, Canada to U.S., Intra Europe, Intra Asia-Pacific,	100%	Each cumulative hour of Network Availability less than 100% qualifies Customer for one (1) day's charges pro-rated from the MRC of the Affected Service.
South America Mexico	99.50%	Each cumulative hour of Network Availability less than 99.50% qualifies Customer for one (1) day's charges pro-rated from the MRC of the Affected Service.

### 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:

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

Region	Goal	Actual Latency = Remedy		
North America				
Intra U.S.	50 ms	51 – 60 ms = 10% of MRC	61 – 80 ms = 25% of MRC	Greater than 80 ms = 50% of MRC
Intra U.S.- Off Net	95 ms	96 – 105 ms = 10 % of MRC	106 – 115 ms = 25% of MRC	Greater than 115 ms = 50% of MRC
Intra Canada	65 ms	Greater than 65 ms = 10% of MRC		
Canada to U.S.	90 ms	Greater than 90 ms = 10% of MRC		
Intra Mexico	90 ms	Greater than 90 ms = 10% of MRC		
Mexico to U.S	90 ms	Greater than 90 ms = 10% of MRC		
Puerto Rico to U.S.	135 ms	Greater than 135 ms = 10% of MRC		
Intra Europe				
Intra Europe - Tier 1	60 ms	61 – 70 ms = 10% of MRC	71 – 90 ms = 25% of MRC	Greater than 90 ms = 50% of MRC
Intra Europe - Tier 2	135 ms	Greater than 135 ms = 10% of MRC		
Intra Europe - Tier 3	235 ms	Greater than 235 ms = 10% of MRC		
Intra Asia-Pacific				
Intra Asia-Pacific - Tier 1	100 ms	101 – 120 ms = 10% of MRC	121 – 150 ms = 25% of MRC	Greater than 150 ms = 50% of MRC
Intra Asia-Pacific - Tier 2	110 ms	111 – 220 ms = 5% of MRC	Greater than 220 ms = 10% of MRC	
Intra Asia-Pacific - Tier 3	225 ms	226 – 450 ms = 5% of MRC	Greater than 450 ms = 10% of MRC	
Intra South America				
Intra South America - Tier 1	170 ms	171 – 250- ms = 5% of MRC	Greater than 250 ms = 10% of MRC	
Intra South America - Tier 2	260 ms	261 – 340- ms = 5% of MRC	Greater than 340 ms = 10% of MRC	
Trans-Pacific	135 ms	135 – 159 ms = 10% of MRC	160 – 180 ms = 25% of MRC	Greater than 180 ms = 50% of MRC
Europe to Asia	285 ms	286 – 305 ms = 10% of MRC	306 – 335 ms = 25% of MRC	Greater than 335 ms = 50% of MRC
Trans-Atlantic	100 ms	Greater than 100 ms = 10% of MRC		

### 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. There are no packet delivery SLAs associated with the following regions: Intra U.S. Off Net, Canada to U.S., Intra Mexico, Mexico to U.S., Trans-Atlantic, Trans-Pacific and Europe to Asia.

Region	Goal	Actual Packet Delivery = Remedy		
Intra U.S. Intra Canada Intra Europe - Tier 1, Tier 2 Intra Asia-Pacific - Tier 1 only	99.50%	99.01 % - 99.49% = 10% of MRC	90% - 99% = 25% of MRC	Less than 89.99% = 50% of MRC
Intra Asia-Pacific - Tier 2, Tier 3 Intra Europe - Tier 3 Intra South America - Tier 2	99.00%	Less than 99.00% packet delivery = 25% of MRC		
Intra South America - Tier 1 Puerto Rico to U.S.	99.50%	Less than 99.50% packet delivery = 25% of MRC		

## QWEST COMMUNICATIONS CORPORATION ("QWEST") INTERNET NETWORK SERVICE LEVEL AGREEMENT

### JITTER

Jitter is a measurement of the interpacket delay variance and packet loss in the Qwest IP Network (as defined below), which is measured by generating synthetic user datagram protocol (UDP) traffic. The Jitter SLA is only available in the Intra U.S. Region.

Region:	Goal	Actual Jitter = Remedy		
Intra U.S.	2 ms	2.1 – 3 ms = 10% of MRC	3.1 – 4 ms = 25% of MRC	Greater than 4.1 ms = 50% of MRC

### REPORTING

The Reporting Goal is measured from the time a Network Downtime trouble ticket is opened. The Reporting Goal is only available in the Intra U.S. and Intra Asia-Pacific Tier 1 regions. In addition, individual circuit outages of unmanaged MLPPP (NxDS-1) bundles are not subject to the Reporting Goal.

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

### DENIAL OF SERVICE

Once a suspected Distributed Denial of Service ("D/DoS") attack is determined to be valid, the D/DoS Goal is measured from the time Qwest receives permission and all necessary information from Customer to implement a null-route and the actual placement of a null-route on the affected destination IP address.

Region	Goal	Remedy
Intra U.S.	15 minutes	Failure to address a D/DoS attack within the Goal qualifies Customer for one (1) day's charges pro-rated from the MRC of the Affected Port, at a maximum of one such credit accrued per day.

**Components Included.** All components (e.g., POPs, Routers, Circuits) of the Qwest IP network ("Qwest IP Network"), the Qwest ATM/Frame Relay Network (e.g., POPs, Routers, Circuits, PVCs) when used as access to the Qwest IP Network, and the components of certain other Internet backbone providers ("Network Partners") in certain locations ("Off-Net") 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 and/or the Network 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: (a) any domestic Local Access furnished or ordered directly by Customer and (b) all International Local Access. The Intra U.S. region is limited to components of the continental U.S. Qwest IP Network. The Intra U.S. Off Net SLA measures latency between the Qwest IP Network and other Internet backbone providers. The Intra Canada, Canada to U. S., Intra Mexico, Mexico to U.S., Puerto Rico to U.S., Intra South America, Intra Europe and Intra Asia-Pacific regions are limited to the relevant Qwest or Network Partner 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 Network 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 Burbank, CA POPs. The Asia-Europe region is limited to components of the Qwest IP Network between Qwest's Hong Kong and London POPs.

**Remedies.** In order to request SLA credits, Customer must contact the Call Management Center (or if Qwest is providing Service in Europe, Asia, Canada, Puerto Rico to U.S., Mexico and/or South America, Customer shall instead contact the NOC 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: (a) seven (7) days' charges pro-rated from the MRC of the Affected Service with respect to Network Availability, Reporting and D/DoS; or (b) 50% of the MRCs of the Affected Service with respect to the other SLAs. "Affected Service" refers to the Qwest Internet port that fails to meet the relevant SLA. 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: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Qwest or its Network Partners; (c) Force Majeure events; (d) scheduled service maintenance, alteration or implementation; or (e) 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: (a) Sunday, Tuesday, and Thursday mornings between the hours of 12:00 AM and 6:00 AM Local Time for the Intra U.S. region; (b) Sundays between the hours of 1:00 AM and 5:00 AM Pacific Time for the Intra Canada, Canada to U.S., Puerto Rico to U.S., Mexico, Mexico to U.S., and Tier 1 and Tier 2 South America regions; (c) Tuesday and Sunday between the hours of 2:30 AM and 6:30 AM Local Time in Tier 1 Intra Europe locations; (d) Sunday and Wednesday mornings between the hours of 2:00 AM and 8:00 AM Local Time in Tier 1 Asia-Pacific locations; (e) Sundays between the hours of 1:00 AM and 5:00 AM Local Time in Tier 2 and Tier 3 Asia-Pacific regions and Tier 2 and Tier 3 Intra Europe regions. 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 ten (10) business days prior notice for the Intra U.S., Mexico, Mexico to U.S., Intra Canada, Canada

## QWEST COMMUNICATIONS CORPORATION ("QWEST") INTERNET NETWORK SERVICE LEVEL AGREEMENT

to U.S., Tier 1 and Tier 2 South America and Intra Europe regions. 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 in the Intra U.S. region without early termination charges if, in any single calendar month: (a) Network Downtime exists for at least twenty-four (24) hours in the aggregate; or (b) 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, Intra Asia-Pacific, Intra Canada, Canada to U.S., Puerto Rico to U.S., Intra Mexico, Mexico to U.S. and/or South America 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 Goal.** Solely with respect to Service in the U.S., Qwest's goal is to install Local Access ordered by Customer within the following timeframes: DS-1 = 30 days, DS-3 = 45 days, OCs = 75 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 fifteen (15) days charges. This Installation Goal only applies to local loops provided in the U.S. by Qwest or its affiliates in conjunction with Internet Ports (formerly called DIA ports) and/or iQ Private and Enhanced Ports. Installation time is measured from the date the local loop order is accepted by Qwest Engineering.

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