

QWEST COMMUNICATIONS COMPANY, LLC ("Qwest")
DOMESTIC OUTBOUND LONG DISTANCE AND DOMESTIC TOLL FREE SERVICES ("Services")
SERVICE LEVEL AGREEMENT ("SLA")
(not applicable to services offered under the Qwest Wholesale and Enhanced Services Agreements)

This SLA applies to domestic outbound long distance and domestic toll free services (together "Service") ordered by Qwest customers ("Customer") pursuant to a signed agreement ("Agreement") with Qwest. Capitalized terms not defined in this SLA are defined in the Agreement. This SLA does not provide performance objectives and related remedies for any local access services provided by Qwest to Customer under a separate agreement.

1. Definitions

The definitions applied to the following capitalized terms will control for purposes of this document only.

- (a) "Calendar Month" means the period beginning at 12:00 midnight on the first day of a month and ending at 11:59PM on the last day of that month.
- (b) "Qwest Circuit Switch Network" will refer to the circuit switch network located within those areas in the United States Mainland where Qwest is legally permitted to provide the Service to Customer and is comprised only of Qwest On-Net Facilities. The Qwest Circuit Switch Network will not include any access facilities to that network, local access circuits, or tail circuits provided by any carrier or local access provider or any Customer premises equipment.
- (c) "Qwest On-Net Facilities" will refer to physical media, including switches, circuits, and/or ports that are owned and operated by: (i) Qwest; or (ii) a wholly or partially owned subsidiary of Qwest. Qwest On-Net Facilities will not include any access facilities, local access circuits, or tail circuits provided by any carrier or local access provider.
- (d) "United States Mainland" will refer to the District of Columbia and the 48 contiguous United States of America.

2. Qwest Inbound and Outbound Voice Network Availability Guarantee For Domestic Services

In the event that the Qwest Circuit Switch Network supporting the Service to be provided to Customer by Qwest in accordance with the agreement is subject to an interruption, (other than as noted in the Exclusions or a network busy condition,) which completely disallows Qwest from originating or terminating calls to such location ("Network Non-Availability"), Customer will be compensated by receiving credits in accordance with the network availability provisions set forth in this section.

For all Service provided to Customer, Qwest will ensure that, on average, such Service is available on the Qwest Circuit Switch Network for Customer's use 99.95% of each Calendar Month ("Average Monthly Network Availability"). For purposes of this document, Average Monthly Network Availability will be determined in accordance with the following calculation:

Average Monthly Network Availability =

$$(1 - [\text{Total minutes of Network Non-Availability per "Impacted Service" (as hereinafter defined) per Calendar Month} / \{(\text{number of days in the Calendar Month}) \times (24 \text{ hours}) \times (60 \text{ minutes})\}]) \times 100\%$$

In the event that, for a particular Calendar Month, Average Monthly Network Availability will fall below 99.95% for a particular Impacted Service, Customer will receive a credit ("Performance Credit") for such month in accordance with the following schedule ("Performance Credit Schedule"), the amount of which Performance Credit will be equal to the designated percentage, (as set forth in the Performance Credit Schedule) multiplied by Customer's United States Mainland voice charges for usage of the Impacted Service for that Calendar Month, (after such usage has been reduced by both: (i) all applicable taxes and tax related surcharges; and (ii) all applicable discounts and credits) ("Eligible Voice Charges").

For purposes of this document, the Service will be considered available to Customer until the date/time of: (i) Qwest's receipt from Customer of notice of the unavailability of such Service and the prompt issuance of a Qwest trouble ticket; or (ii) Qwest's detection of an outage and prompt issuance of a trouble ticket ("Service Non-Availability Notice"). A period of Network Non-Availability will commence upon the Service Non-Availability Notice and conclude upon the date/time of "Service Restoration." "Service Restoration" is defined as the Service's capability to be working within applicable industry standards.

Performance Credit Schedule	
Average Monthly Network Availability	Amount of Performance Credit (as a percentage of Customer's Eligible Voice Charges of a particular Impacted Service)
100.00% to 99.95%	0%
99.949% to 99.800%	5%
99.799% to 99.600%	10%
99.599% to 99.500%	15%
99.499% to 98.00%	20%
Below 98.00%	25%

As used herein, "Impacted Service" will be defined as a particular trunk or unique working telephone number ("WTN") or Toll-Free number for which the Service is unavailable; provided, however, that a particular trunk, WTN or Toll-Free number will not be deemed an "Impacted Service" in the event that the Service is unavailable to such trunk, WTN or Toll-Free number due to any event deemed an "Exclusion" (as hereinafter defined) or due to a network busy condition. Only failures on the Qwest Circuit Switch Network will be eligible for credits set forth in this section. Failures outside the Qwest Circuit Switch Network will not be deemed a period of network Non-Availability.

3. Domestic U.S. Dedicated Access Facilities Availability Guarantee

In the event that the Domestic U.S. Dedicated access facilities, if any, provided by Qwest to Customer to connect the premises of Customer to the Qwest Circuit Switch Network are subject to an interruption (other than as noted herein) which prevents Customer from originating and terminating calls to such a location via the access facility ("Access Facility Non-Availability"), Customer will be compensated by receiving credits in accordance with the provisions set forth in this section. Qwest will ensure that, on average, such Qwest provided access facilities are available for Customer's use 99.50% of each Calendar Month ("Average Access Facility Availability"). For purposes of this document, Average Monthly Access Facility Availability will be determined in accordance with the following calculation:

Average Monthly Access Facility Availability =

$$(1 - [\text{Total minutes of Access Facility Non-Availability per Qwest provided access facility per Calendar Month} / \{(\text{number of days in the Calendar Month}) \times (24 \text{ hours}) \times (60 \text{ minutes})\}]) \times 100\%$$

Subject to the Exclusions set forth herein, in the event that, for a particular Calendar Month, Average Monthly Access Facility Availability will fall below the percentage shown in the credit schedule included in this section, Customer will receive a credit equal to the lesser of: (i) the designated percentage, (as set forth in the schedule included in this section,) multiplied by Customer's United States Mainland voice charges for usage on the affected access facility for that Calendar Month (after such usage has been reduced by both: (a) all applicable taxes and tax related surcharges; and (b) all applicable discounts and credits, ("Eligible Usage Charges"); or (ii) \$1,000 for an access facility with a rate of DS-1 and \$2,500 for an access facility with a rate of DS-3 or above.

For purposes of this document, an access facility will be considered available to Customer until the date/time of: (i) Qwest's receipt from Customer of notice of the unavailability of such access facility and the prompt issuance of a Qwest trouble ticket; or (ii) Qwest's detection of an outage and prompt issuance of a trouble ticket ("Access Facility Non-Availability Notice"). A period of Access Facility Non-Availability will commence upon the Access Facility Non-Availability Notice and conclude upon the date/time of "Access Facility Restoration." "Access Facility Restoration" is defined as the access facility's capability to be working within applicable industry standards.

Credit Schedule for DS-1 and DS-3 or greater Access Facility Availability		
Upper Level	Lower Level	Amount of Credit (as a % of the Eligible Usage Charges for the affected access facility)
100.00%	99.50%	0%
99.49%	99.01%	5%
99.00%	98.51%	5%
98.50%	98.01%	10%
98.00%	97.51%	10%
97.50%	97.01%	15%
97.00%	96.51%	15%
96.50%	96.01%	20%
96.00%	0.00%	20%

4. Re-route of Inbound Circuit Switch Voice Service

If a Toll-Free line provided by Qwest to Customer is subject to a "Service Disruption," Qwest will, within 15 minutes of the exact time of completion of the Confirmation Process, (as hereinafter defined), reroute traffic from the Affected Toll-Free Line, (as hereinafter defined) to any working number: (i) terminating in the United States Mainland; and (ii) which is provided by Qwest to Customer ("Alternate Termination Location"). If Qwest fails to reroute such traffic within 15 minutes after completion of the Confirmation Process ("Toll-Free Line Outage"), Qwest will credit to Customer's account an amount equivalent to the lesser of: (i) 100% of the usage for the Affected Toll-Free Line for the entire Calendar Month in which the Toll-Free Line Outage occurred; or (ii) 110% of the usage for the Affected Toll-Free Line in the Calendar Month prior to the Calendar Month in which the Toll-Free Line Outage occurs. Such credits will be calculated after application of discounts and credits.

"Service Disruption" is defined as a degradation in the performance of a toll-free line provided by Qwest to Customer ("Affected Toll-Free Line") which completely disallows Qwest from terminating calls to such Affected Toll-Free Line.

The "Confirmation Process" is defined as: (i) Customer's telephonic notification to a Qwest Customer Service Representative of a Service Disruption and the furnishing by Customer of certain information (including Customer's name and address, Customer's Qwest

account number and the Affected Toll-Free Line, the ANI and/or Dedicated Circuit Identification of the Alternate Termination Location subscribed to by Customer and the approximate time the Service Disruption began); and (ii) acknowledgment from such Qwest Customer Service Representative that traffic to the Affected Toll-Free Line will, in accordance with the terms of this guarantee in this section, be rerouted within 15 minutes of the conclusion of Customer's telephone call to Qwest.

The credit will be applied within 60 days of the Service Disruption. The credit will be calculated based on all calls to the Affected Toll-Free Line(s) and applied to Customer's interstate usage.

Qwest is guaranteeing only that calls will be rerouted within 15 minutes upon completion of the Confirmation Process, not that service will be restored to the main location in that timeframe. This guarantee does not apply and a Service Disruption will not be deemed to have occurred in the event calls are not originated or terminated due to network busy conditions.

A maximum of 5 affected toll free numbers per Customer, per occurrence will be covered under the guarantee in this section.

In order to be eligible for a credit or the re-route of such service, Customer is required to designate and provide to Qwest an Alternate Termination Location with enough capacity to adequately handle or terminate the rerouted traffic. Other than as set forth herein, Qwest will not be responsible or liable for uncompleted calls due to problems with the Alternate Termination Location or insufficient capacity or number of lines at the Alternate Termination Location designated by Customer. Customer understands that Qwest will bill for such redirected calls in accordance the terms set forth in the applicable tariff or agreement under which Qwest is providing the service to Customer and the service termination method of such re-routed calls.

The guarantee in this section will not apply to the unavailability of a Toll-Free line for any of the following events:

- (a) A service disruption occurs during any period when Customer has released the service to Qwest for maintenance or rearrangement purposes, or for the installation or deinstallation of a Customer order;
- (b) A service disruption occurs during a period when Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis;
- (c) A service disruption is caused by the failure of the National Service Management System ("SMS") 800 database and/or system;
- (d) Qwest is not the Responsible Organization (as hereinafter defined) for the Affected Toll-Free Line;
- (e) Customer is utilizing Qwest's Toll-Free Verified and Non-verified PAC, GeoRouting, or Menu Routing services;
- (f) A service disruption caused by Customer's use of Qwest services in any unauthorized or unlawful manner and/or breach of a term set forth in the agreement under which Qwest is providing the Service to Customer; and/or
- (g) A service disruption is caused by or resulting from a force majeure event beyond the reasonable control of Qwest including, but not limited to, and act of God, government regulations or national emergency.

5. Chronic

Subject to the terms, exclusions and restrictions described herein, if, during three consecutive Calendar Months or any six Calendar Months in any 12 month period, (i) the aggregate amount of credits received by Customer in accordance with this document for a particular Impacted Service, exceeds 25% of Customer's total monthly usage charges associated with such service, after application of any discounts or credits, for that Impacted Service or (ii) Customer is entitled to the maximum available credit for an affected access facility under Section 3, Customer may, upon 30 days' prior written notice to Qwest, terminate the Impacted Service or affected facility without incurring any early termination charges associated with such Impacted Service or facility except for usage charges accrued to the date of termination.

Subject to the terms, exclusions and restrictions described herein, if, during any two Calendar Months in any 12 month period, the aggregate amount of credits received by Customer in accordance with this document for all Impacted Services and affected facilities exceeds 15% of Customer's total monthly charges, after application of any discounts or credits, for all of Customer's Circuit Switched Network voice usage facilities during such month, Customer may, upon 30 days' prior written notice to Qwest, terminate all of the inbound and/or outbound circuit switched voice service in the United States Mainland provided by Qwest to Customer and associated access facilities, without incurring any early termination charges associated with the Services, except for usage charges accrued to the date of termination. Customer's right to terminate the Services in accordance with this section will not apply during any 12 month period in which Customer had less than 5 access facilities or diverse locations utilizing Services and will not apply to services other than the Services."

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 immediately preceding sentence, Customer will, with respect to the applicable termination right, have waived its right to such termination right.

In the event Customer is unable to meet the monthly commitment for all services being provided by Qwest to Customer under the agreement applicable to the Services as a direct result of the termination of an affected facility, Impacted Service or the Services pursuant to this document, Customer and Qwest will negotiate in good faith to reach an alternative monthly commitment which will be in consideration of eligible revenue to Qwest for which Customer no longer receives credit in determining whether the monthly commitment is satisfied.

6. General Terms and Conditions

Service is regulated as explained in Customer's Agreement with Qwest. In the event the terms of this document are inconsistent with a state tariff, the tariff will apply.

To be eligible for credits under this document, Customer must, in addition to complying with the other terms included in this document, submit necessary supporting documentation and request reimbursement or credits hereunder within 60 days of the conclusion of the service month in which the requisite unavailability or service degradation 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.

Cumulative credits for all performance objectives included in this document for the Services for any Calendar Month must exceed \$25.00 to be processed.

The remedies included in this document are Customer's sole and exclusive remedies for disruption or degradation of the Services 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.

The objectives and related remedies set forth in this document will not apply to Qwest services other than the Services.

7. Exclusions and Restrictions

The guarantees set forth in Sections 2 and 3 of this document will not apply in the event that the Services are unavailable or impaired due to any of the following (which will be referred to collectively as "Exclusions"):

- (a) Interruptions or times of service degradation of the services that have been provisioned but not accepted by Customer or services for which orders have been processed within the last 10 business days;
- (b) Interruptions or times of service degradation caused by the negligence, error or omission of Customer or others authorized by Customer to use or modify Customer's service;
- (c) Interruptions or times of service degradation due to failure of power at Customer premises or failure or poor performance of Customer premise equipment;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) 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) or a power surge outside of Qwest's network;
- (h) Interruptions or times of service degradation resulting from Customer's use of the service in an unauthorized or unlawful manner;
- (i) Interruptions resulting from the failures of third party provided databases, including, without limitation, SMS on such databases used for local number portability;
- (j) Toll free failures where Qwest does not act as Responsible Organization. Customer does not select Qwest as the "Responsible Organization" (as hereinafter defined) for all toll-free numbers ("8XX Numbers") ordered by Customer pursuant to the agreement under which Qwest is providing the Services to Customer. As used herein, "Responsible Organization" will be defined as the entity appointed by Customer to act as its agent with respect to the ordering and obtaining of 8XX Numbers on Customer's behalf from the 8XX SMS and managing and administering the records contained in SMS that pertain to such 8XX Numbers;
- (k) A service disruption due to network busy conditions pursuant to which Qwest is providing the Services to Customer;
- (l) Interruptions or times of service degradation resulting from a Qwest disconnect for Customer's breach of a term set forth in the agreement under which Qwest is providing the Service to Customer;
- (m) Interruptions or times of service degradation resulting from incorrect, incomplete or inaccurate orders from Customer;
- (n) Customer is utilizing Qwest's Toll-Free Verified and Non-verified PAC, GeoRouting, or Menu Routing services; or
- (o) Customer is utilizing terminations to toll free numbers managed another carrier when invoking Transfer and Release, Dedicated Termination Overflow and Busy Ring No Answer services.