

**MANAGED IP COMMUNICATIONS  
SERVICE LEVEL AGREEMENT**

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

Managed IP Communications Service ("Managed IPC" or "Service") is subject to the SLA as set forth below.

**1. Configuration Management Objectives.** The objectives set forth in this Section are objectives only and do not have associated credits. The configuration and management objectives below are specific to remote administration and do not assume the use of Qwest resources for onsite changes.

| <b>Configuration Management</b>  | <b>Performance/Timeframe</b>   |
|----------------------------------|--|
| Bulk User/IP Phone Addition      | Assignment of IP Phones to specific profiles will be done at a rate of 500 requests per week and require one week to process. Qwest will provide a bulk user template to record needed additions.  |
| Bulk User/IP Phone Change        | Large changes of users to move them to a new profile or enable a change are done at 500 users per request per week and are performed in 48 hours. Qwest will provide a bulk user template to record needed changes.  |
| Bulk User/IP Phone Deletion      | Users or machines are deleted at a rate of 500 changes per week per request and are performed within 48 hours.   |
| Normal User/IP Phone Addition    | Up to 50 users/IP Phones per day per request will be added in 48 hours.  |
| Normal User/IP Phone Change      | Up to 50 users/IP Phones per day per request will be changed in 24 hours.  |
| Normal User/IP Phone Deletion    | Up to 50 users/IP Phones per day per request will be deleted in 24 hours.  |
| Emergency User/IP Phone Addition | Up to 5 users/IP Phones per day per request will be added in 8 hours.  |
| Emergency User/IP Phone Change   | Up to 5 users/IP Phones per day per request will be change in 2 hours.   |
| Emergency User/IP Phone Deletion | Up to 5 users/IP Phones per day per request will be deleted upon call and no more than 2 hours.  |
| Policy Addition                  | Up to 5 policies will be added per day with request processed in 8 hours.  |
| Modify Existing Policy           | Up to 5 policies will be modified per day with changes processed in 8 hours.   |
| Policy Deletion                  | Up to 5 policies will be deleted per day with removal processed in 8 hours.  |
| Emergency Policy Modification    | Up to 2 policies changes per day will be processed in less than 2 hours.   |
| Back-up and Restoral*            | Qwest will store and maintain the last three configurations and previous two releases of software for restoral purposes. Customer may be required to assist and execute early function to restore system to remote management capability. * Unless specifically requested that Qwest provide the back-up solution, Qwest assumes use of customer provided server , tape drive, etc. as needed for back-up. |

**2. Service Level Agreement.** Upon Customer's written request to Qwest, made within five business days of the last day of the month in which the relevant SLA was not met, Customer will be entitled to the service credits as set forth below.

| <b>Area</b>                     | <b>Performance/Timeframe</b>  | <b>Credit</b> | <b>Escalation (SM, DIR, GM)</b>                                  |
|---------------------------------|---|---------------|--|
| <b>Remote Sites</b>             |   |               |  |
| Phone                           | Diagnose failure within 4 hours<br><br>Ship replacement next business day provided replacement is processed by 3PM. Customer returns broken phone to Qwest* Only applicable if Qwest provides the phone as part of Bundled Managed IPC. Not applicable if like-kind onsite spares have been provided and are available to replace broken phone. | 1%            | Diag. - (2Hrs, 4Hrs, 24Hrs)<br>Restore - (24Hrs, 48Hrs, 72Hrs)   |
| Call Manager/<br>Gateway        | Diagnose failure or attempt rebuild within 1 hour.<br><br>Ship replacement system next available air freight to destination.* Only applicable if Qwest provides the Call Manager / Gateway as a part of Bundled Managed IPC.  | 5%            | Diag. - (30Min, 1Hr, 2Hrs)<br>Restore - (24 Hrs. 36 Hrs, 48 Hrs) |
| Voice Mail                      | Diagnose failure or attempt rebuild within 1 hour.<br><br>Ship replacement system next available air freight to destination.* Only applicable if Qwest provides Voice Mail system as a part of Bundled Managed IPC.   | 5%            | Diag. - (30Min, 1Hr, 2Hrs)<br>Restore - (24 Hrs. 36 Hrs, 48 Hrs) |
| <b>Headquarters/ Main Sites</b> |   |               |  |
| Phone                           | Diagnose failure within 2 Hrs, replace IP phone from customer on-site pool. Customer returns broken phone to Qwest.   | 1%            | Diag. - (1Hrs, 2Hrs, 4Hrs)<br>Restore - (2Hrs, 4Hrs, 8Hrs)       |

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|                                |   |    |  |
|--------------------------------|---|----|--|
| Call Manager/<br>Gateway       | Diagnose failure or attempt rebuild within 1 hour, allow back-up systems to sustain load during restoral.<br><br>ship replacement system next available air freight to destination.* Only applicable if Qwest provides the Call Manager / Gateway as part of Bundled Managed IPC. | 3% | Diag. - (30Min, 1Hr, 2Hrs)<br>Restore - (24 Hrs, 36 Hrs, 48 Hrs) |
| Voice Mail                     | Diagnose failure or attempt rebuild within 1 hour.<br><br>Ship replacement system next available air freight to destination.* Only applicable if Qwest provides the Call Manager / Gateway as part of Bundled Managed IPC.  | 3% | Diag. - (30Min, 1Hr, 2Hrs)<br>Restore - (24 Hrs, 36 Hrs, 48 Hrs) |
| <b>Performance Management</b>  |   |    |  |
| Call Quality Basic             | Diagnose cause within 4 hours, present plan to change management within 8 hours   | 1% | Diag. - (2Hrs, 4Hrs, 24Hrs)<br>Plan- (4Hrs, 8Hrs, 24Hrs)         |
| Call Quality Severe            | Diagnose cause within 1 hours, present plan to change management within 2 hours   | 3% | Diag. - (30Min, 1Hr, 2Hrs)<br>Restore - (1Hr, 2Hrs, 4Hrs)        |
| Call Routing Basic             | Diagnose cause within 4 hours, present plan to change management within 8 hours   | 1% | Diag. - (2Hrs, 4Hrs, 24Hrs)<br>Plan- (4Hrs, 8Hrs, 24Hrs)         |
| Call Routing Severe            | Diagnose cause within 1 hours, present plan to change management within 2 hours   | 3% | Diag. - (30Min, 1Hr, 2Hrs)<br>Restore - (1Hr, 2Hrs, 4Hrs)        |
| <b>Change Management</b>       |   |    |  |
| Basic Changes                  | Process bulk and normal change requested at capacities sited in Configuration Management  | 1% | Director - 1x interval<br>VP - 2x interval                       |
| Urgent Changes                 | Process urgent change request at capacity and intervals cited in Configuration Management   | 3% | Director - 1x interval<br>VP - 2x interval                       |
| <b>Security Management</b>     |   |    |  |
| Basic Events                   | Post all security events involving attempted attack that have minimal performance impact or failed attacks to portal within 10 minutes  | 3% | 10 Min, 30 Min, 2 hrs  |
| Urgent Incidents               | Identify and engage customer in successful attacks or suspected events within 30 minutes of determination by analyst* Dependent upon availability of customer provided emergency contacts.  | 5% | 30 Min, 1Hr, 4 hrs   |
| <b>Wireless LAN Management</b> | Service Metric  |    | Target Performance   |
| Incident Management            | High Incident   |    | 10 Minutes by your designated best method                        |
|                                | Medium Incident   |    | One hour, by e-mail  |
|                                | Low Incident  |    | Three hours, by e-mail   |
| Systems Maintenance            | Keep systems to current release level   |    | 30 days after Qwest approval and coordination with you           |
|                                | Apply urgent patch  |    | 48 hours subject to coordination with you                        |
| Change Management              | Incident Response   |    | 10 minutes after your confirmation                               |
|                                | Urgent Change   |    | 1 hour after your confirmation                                   |
|                                | Routine Change  |    | 8 hours after your confirmation                                  |
| Portal Reporting               | Intelligence – listing of widespread public threats or new vulnerabilities with potential impact to this service.   |    | Within 24 hours of public disclosure                             |
|                                | Statistical reports of raw events impacting this service  |    | Within 24 hours of the milestone (day, week)                     |

**Note:** In the event of conflict between this Service Description and the SLA (or any other Qwest documentation, including marketing literature), the SLA prevails.

**3. Qwest Supplied (Bundled MIPC) Customer Premises Equipment Failure.** Customer's sole remedy for failure of the Qwest-Supplied CPE (equipment that is provided by Qwest for use by Customer solely in connection with the Managed IPC) will be repair or replacement of such Qwest-Supplied CPE. If repair or replacement of the Qwest-Supplied CPE is not reasonably practical, Qwest will notify Customer and Customer may terminate the Service upon 10 business days prior written notice to Qwest. In the event of a hardware failure, Qwest will supply a replacement system from existing inventory subject to reasonable availability. Inventory will be maintained consistent with vendor recommendations. If the failure occurs and is reported during business hours (9:00 AM to 5:30 PM

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Eastern Time Monday through Thursday, 9:00 AM to 4:30 PM Eastern Time Friday) Qwest will replace the failed system by the end of the next business day for domestic locations. If the failure occurs after-hours, the replacement CPE will be shipped within two business days. From time to time, Qwest may require that the Site Contact provide assistance and physically access the firewall console and type in commands as instructed by a Qwest engineer. All instructions will be conducted in the English language.

**4. Customer Supplied CPE.** In the event that Qwest's customer supplies CPE as an actively managed component of the Managed IPC solution, Qwest will attempt to diagnose and restore as outlined in the Service Level Agreement above. However, should the customer-supplied CPE need replacement, Qwest will notify customer of its inability to repair and the need for the customer to coordinate replacement per their pre-existing CPE maintenance agreement (if any). In this scenario, SLA's for replacement and subsequent restoral of service will not apply. If customer supplied CPE requires pre-staging and on-site installation to restore service, this will be billed on a time and materials basis at current rates.

**5. Maintenance Windows.** Qwest will make every effort to perform maintenance during customer-defined maintenance windows. In the absence of customer-defined maintenance windows, Service Maintenance will be performed as set forth in the Qwest Internet Network SLA. In addition, Qwest requires that Customer provide to Qwest a three-hour maintenance window each month for Qwest to perform system upgrades including, but not limited to, loading new monitoring utilities and exchanging hardware. Any Performance Timeframe that is missed because of such system upgrades will not be eligible for SLA credits. System upgrades may occur outside of the three-hour maintenance window upon permission from Customer's designated Site Contacts. Should maintenance windows default to those identified in the Qwest Internet Network SLA, Qwest may change the maintenance window times upon posting to the website or other notice to Customer.

**6. Service Credit Exceptions; Maximum Credits.** Service credits will not be available in cases where the SLA is not met as a result of: (a) the negligence, acts, or omissions of Customer, its employees, contractors, agents, or its end users, including, without limitation, Customer sharing of administrative access with Qwest or failure to comply with the terms of the Service Exhibit; further, time elapsed due to non-responsiveness from customer will be deducted from trouble ticket timelines when used in the calculation of SLAs. (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by Qwest; (c) circumstances or causes beyond the control of Qwest, including instances of Force Majeure; or (d) scheduled service maintenance, alteration, or implementation. In the event that Customer is entitled to multiple credits under this SLA arising from the same event, such credits will not be cumulative and Customer will be entitled to receive only the highest maximum single credit available for such event (e.g. Customer will not be entitled to "double credits." Credits are calculated as the percentage of monthly fees for the device(s) affected by the missed objective ("Affected Service"). Credits may not exceed 100% of the monthly fees for the Affected Service. A credit will be applied only to the month in which the event giving rise to the credit occurred. Customer's remedies for any and all claims relating to the Service will be limited to those set forth in this SLA.

**7. Language Support.** Qwest answers user calls and support calls in English. Multiple language support is not offered at this time.