

**PRIVATE ROUTED NETWORK AND MANAGED FIREWALL- VPN SERVICES  
RETAIL SERVICE LEVEL AGREEMENT**

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

This Qwest Communications Company, LLC (“Qwest”) Service Level Agreement (“SLA”) is effective as of the first day of the second month after initial installation of Services. “Service” includes Private Routed Network (“PRN”) and Managed Security & Firewall – VPN. The provisions of this SLA state Customer’s sole and exclusive remedies for Service interruptions or Service deficiencies of any kind whatsoever. Service is subject to availability; additional terms and conditions apply.

**1. Network and Port Components.**

**1.1 Components.** The SLA includes: (a) all network components of the Qwest IP network; and (b) Qwest Provided Access for the domestic Network Availability and Installation goals only. The Qwest IP network includes routers, switches, fiber and any other facilities that are owned by Qwest or other providers specifically designated by Qwest for international IP service (“International Service Providers”). As defined in this SLA, a “POP” means a Qwest point of presence location, as determined by Qwest, that represents the provider edge of the Qwest IP network or an International Service Provider POP. “Qwest Provided Access” means local backbone access circuits in the continental U.S. (a) ordered and leased by Qwest from another carrier on Customer’s behalf; or (b) provided solely on Qwest owned and operated facilities. This includes Special Access technologies, as defined in the Local Access Service Exhibit.

**1.2 Regions.** A list of international regions (including Customer Service Center support information) and corresponding Tiers is found in Attachment 1 to the Qwest iQ Networking Service Level Agreement, located at <http://www.qwest.com/legal>. The Internet Port Goals in Attachment 1 to the Qwest iQ Networking SLA will apply to any Qwest Managed Extension Service that is used to connect to domestic PRN Ports.

Domestic Regions	SLA Components:
Intra U.S.	The continental U.S. Qwest IP network.
Intra U.S. Off Net	The IP networks of other Internet backbone providers (peers) with which Qwest exchanges IP traffic.

**2. Goals.**

**2.1 Domestic Network and Port-Related Goals.** The following domestic service level goals (“Goals”) apply to Private Routed Network Ports (“PRN Ports”) purchased from Qwest pursuant to an agreement. The Goals associated with Latency, Packet Delivery, Jitter, and D/DoS are measured using monthly averages from the Qwest IP network and apply in the listed regions after the ports have been accepted for use. Individual circuit outages of MLPPP (NxDS1) bundles are not subject to the Network Availability or Reporting Goals. International Goals for Availability, Latency, Packet Delivery, and Jitter are located in Attachment 1 to the Qwest iQ Networking Service Level Agreement.

**(a) Network Availability.** The availability of the Service (“Network Availability”) is measured by “Network Downtime”, which exists when a particular PRN Port of Customer is unable to transmit and receive data. Network Downtime is measured from the time a trouble ticket is opened by Qwest in the Qwest trouble management system to the time the Affected Service is again able to transmit and receive data.

Region	Goal	Network Downtime = Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	100%	Each cumulative hour of Network Downtime qualifies Customer for a credit of one day’s charges pro-rated from the MRC.

**(b) Latency.** The average network transit delay (“Latency”) will be measured via roundtrip pings on an ongoing basis every five minutes to determine a consistent average monthly performance level for Latency at all the POPs within the region. Latency is calculated as follows:

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

Region	Goal	Latency = Remedy (as a % of the MRC for the Affected Service)*		
<b>North America</b>				
Intra U.S.	50 ms	51 – 60 ms = 10%	61 – 80 ms = 25%	Greater than 80 ms = 50%
Intra U.S.- Off Net	95 ms	96 – 105 ms = 10 %	106 – 115 ms = 25%	Greater than 115 ms = 50%

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

Region	Goal	Actual Packet Delivery = Remedy (as a % of the MRC for the Affected Service)*		
Intra U.S.	99.50%	99.01 % - 99.49% = 10%	90% - 99% = 25%	Less than 90% = 50%

**(d) 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.

Region	Goal	Jitter = Remedy (as a % of the MRC for the Affected Service)*		
Intra U.S.	2 ms	2.1 – 3 ms = 10%	3.1 – 4 ms = 25%	Greater than 4 ms = 50%

**(e) Reporting.** The Reporting Goal is measured from the time a Network Downtime trouble ticket is opened to the time Qwest reports the Network Downtime to Customer by the agreed upon notification method.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	10 minutes	Each failure to meet the Goal qualifies Customer for a credit of one day’s charges pro-rated from the MRC, at a maximum of one such credit accrued per day.

\*subject to requirements and limitations in Section 4

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**(f) Administrative.** Non-urgent administrative requests for security policy changes to existing firewall, Network Address Translation (“NAT”) and Quality of Service (“QoS”) policies will be measured from the time the requests are made. Customer is limited to 10 changes per week. Customer may make an administrative request by issuing a trouble ticket within Qwest Control or by calling Qwest Tier II Customer Care. Qwest will contact Customer within 48 hours of Customer’s request to coordinate the implementation of the administrative request.

Region	Goal	Remedy (as a % of the MRC for the Affected Service)*
Intra U.S.	48 hours, excluding weekends and holidays	Each failure to contact Customer within the Goal qualifies Customer for a credit of 10% of MRC of the Affected Service.

**2.2 Managed Firewall Goals (also known as Qwest Managed Extension).** The following Goals apply to international and domestic Managed Firewall-VPN Service and Qwest Managed Extension Service. Assuming Customer has complied with its obligations in the Service Exhibit (e.g., proper installation of CPE), Qwest’s goals are as follows:

**(a) Activation.**

Description	Goal	Remedy (as a % of the NRC for the Affected Service)*
Activation	One business day of final circuit acceptance for PRN Ports; and Two business days of final circuit acceptance for providers other than Qwest.	Customer will be entitled to a one time service credit equal to 50% of the applicable NRC.

**(b) Service Delivery.**

Description	Goal	Limits	Remedy (Credit is applied to MRC of the Affected Service)*
Adding, modifying, or deleting users (up to 50)	24 hours from time request was made, excluding weekends and federal and state holidays.	As needed	Customer will be entitled to one prorated day of the applicable MRC during the calendar month in which a service delivery goal was missed.
Adding, modifying, or deleting users (over 50)	24 hours from time request was made plus 24 hours per additional 50 users, excluding weekends and federal and state holidays.	As needed	
Remote Archiving of Log Data	30 days of log data will be stored at a remote location.	Daily	
Non Urgent Administrative Requests (security policy, route changes)	24 hours from time request was made, excluding weekends and federal and state holidays.	10 per week	
Urgent Administrative Requests	Four hours from time request was made, including weekends and holidays.	One request per month	

**(c) Customer Premises Qwest-Supplied CPE Failure.** 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. From time to time, Qwest may require that the Site Contact provide 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. In the event Qwest is managing Customer-owned equipment (the management only option), Customer is required to maintain all applicable software and hardware agreements with the applicable vendor(s).

Qwest Supplied CPE Failure Reported	Replacement Goal	Remedy*
9:00 AM through 5:30 PM Eastern Time Monday through Thursday; 9:00 AM to 4:30 PM Eastern Time Friday	Replacement CPE will be shipped by the end of the next business day.	Customer’s sole remedy for failure of the Qwest-Supplied CPE 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 Exhibit upon 10 business days prior written notice to Qwest.
All hours other than above specified, or if CPE must be shipped to an international location	Replacement CPE will be shipped within two business days.	
Qwest-Supplied CPE located in a Qwest CyberCenter	Replacement CPE will occur within four hours of failure.	

**3. Maintenance.**

**3.1 Network Normal Maintenance.** “Normal Maintenance” means upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible outages. “Local Time” means the local time in the time zone in which an Affected Service is located. Qwest may change the maintenance window times upon posting to the website or other notice to Customer. Qwest will undertake Normal Maintenance during the hours and upon the prior notice time period stated below. International Maintenance hours are located in Attachment 1 to the Qwest iQ Networking Service Level Agreement.

Region	Normal Maintenance Hours	Prior Notice
Intra U.S.	Sunday, Tuesday, and Thursday mornings between the hours of 12:00 AM and 6:00 AM Local Time	10 business days

**3.2 Network Urgent Maintenance.** “Urgent Maintenance” means 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 will entitle Customer to service credits as set forth in this SLA. Qwest may undertake Urgent Maintenance at any time deemed necessary and will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

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**3.3 Managed Security & Firewall-VPN and Qwest Managed Extension Maintenance.** In addition to the Normal Maintenance and Urgent Maintenance terms set forth above, Qwest requires that Customer provide to Qwest a 3-hour maintenance window each month for Qwest to perform system upgrades including, but not limited to, loading new monitoring utilities and exchanging hardware. Any outage related to such system upgrades will not be deemed to be Network Downtime. System upgrades may occur outside of the 3-hour maintenance window upon permission from Customer's designated Site Contacts.

**4. General.**

**4.1 Remedies.** To be eligible for service credits, Customer must be in good standing with Qwest and current in its obligations. To receive service credits, Customer must contact the Customer Service Center at 1-800-860-1020 and submit the relevant trouble ticket information within 30 calendar days from the date when the relevant SLA Goal was not met. Qwest will determine the credits provided to Customer by applying the applicable remedies set forth in this SLA. A credit will be applied only to the month in which the event giving rise to the credit occurred. The credits will apply to the MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other services, including but not limited to Qwest Provided Access. The maximum service credits issued in any one calendar month will not exceed: (a) for Goals related to Network Availability, Reporting, and Service Delivery, seven days' charges pro-rated from the MRC of the Affected Service; or (b) for Goals not listed in (a), 50% of the MRCs of the Affected Service less any credits calculated under (a). "Affected Service" means the Service that fails to meet the applicable Goal. In no event will 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. Cumulative credits in any one month must exceed \$25.00 to be processed. If Customer fails to notify Qwest in the manner set forth above with respect to the applicable SLA credits, Customer will have waived its right to such SLA credits for that month.

**4.2 Service Credit Exceptions.** Service credits will 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 International Service Provider; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide Qwest with accurate, current contact information; or (f) Qwest's lack of access to the Customer premises where reasonably required to restore the Service.

**4.3 Customer Termination Rights.** Customer may terminate the Affected Service in the Intra U.S. without early termination charges if, in any single calendar month: (a) Network Downtime exists for at least 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 consecutive hours. Customer may only terminate the Affected Service by providing written notice to the Customer Service Center within five business days following the end of the relevant calendar month and a courtesy copy to the attention of Qwest's General Counsel. Such termination will be effective 45 days after receipt of written notice by Qwest. Customer may terminate the Affected Service in all other regions without early termination charges if Qwest is unable to restore the Service to meet the Goals herein during a 60 day cure period. Such cure period will commence at the end of the calendar month in which the trouble ticket is opened. Termination of the Affected Service will be effective as of cessation of use of such service by Customer and receipt by Qwest of written notice of termination from Customer. If Customer fails to notify Qwest in the manner set forth above with respect to the applicable termination right, Customer will have waived its right to such termination right.