

**QWEST CORPORATION ("QC" or "Qwest") QWAVE SERVICE ("QWave")  
SERVICE LEVEL AGREEMENT ("SLA")**

Any QC intrastate tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules, whether individually or together, will be referred to as "Tariff" in this SLA. QC offers this SLA in accordance with the applicable Tariff, and Technical Publication 77412 ("Tech Pub"). All customer-provided backup power, racks, and cabinets must meet the requirements described in Qwest Technical Publication Nos. 77368 and 77419. Any service disruption deemed by Qwest in its sole discretion to have resulted from issues related to Customer-provided backup power, racks, or cabinets relieves Qwest of all its obligations under this SLA. In the event of a conflict between the terms of this SLA and the Tariff or Tech Pub, the terms of the Tariff and Tech Pub will control. If QWave becomes de-Tariffed, this SLA will be offered in accordance with this SLA and the Tech Pub, rather than the applicable Tariff. Interstate QWave is offered in accordance with this SLA and the Tech Pub. Capitalized terms not defined in this SLA are defined in customer's agreement for QWave Service.

SLA Parameter	Description of Guarantee	Credits to Customers	
		Unprotect Option	Unprotected Dual Option
1. <b>Availability</b>	<p>"Availability" means the amount of time QC network is available to support customer traffic. The QC network is considered unavailable whenever QWave is unable to support customer traffic.</p> <p>Availability is calculated on a monthly billing cycle basis. QWave will be available as follows for both unprotected and unprotected dual QWave options:</p> <ul style="list-style-type: none"> <li>• Unprotected Service, Availability &gt;= 99.90%</li> <li>• Unprotected Dual Service, Availability &gt;= 99.95%</li> </ul> <p>If availability is not met, the customer will receive service credits as stated. Credits will equal the monthly rate for the affected customer QWave service multiplied by the specified percentage.</p>	If availability is greater than or equal to 99.90%, credit = 0%	If availability is greater than or equal to 99.95%, credit = 0%
		If availability is less than 99.90%, credit = 50%	If availability is less than 99.95% credit = 50%
2. <b>Customer Notification</b>	<p>"Customer Notification" means the amount of time (measured in minutes) it takes QC to notify a customer of QWave outage or QWave degradation.</p> <ul style="list-style-type: none"> <li>▪ QC will notify customer within 20 minutes of a network problem. This notification will be based on the alarms received by QC network operations center.</li> </ul>	If QC fails to notify the customer within the guaranteed period that results in a customer downtime, the customer will receive one day's credit for the QWave.	
3. <b>Mean Time to Repair ("MTTR")</b>	<p>"MTTR" means the time it takes QC to restore QWave (measured in hours). It starts when either QC detects the problem, or customer notifies QC of the problem.</p> <p>It is QC's objective to restore an outage quickly. The MTTR objectives for service are stated below. MTTR is included in the service availability calculation.</p> <ul style="list-style-type: none"> <li>▪ Objective Electronic Outage, MTTR = 4 hours</li> <li>▪ Objective Fiber Outage, MTTR = 8 hours</li> </ul>	Because this is an objective and MTTR is included in the service availability calculation, there will not be a separate service credit for failure to meet MTTR objectives.	
4. <b>Provisioning/ installation</b>	<p>"Provisioning/installation" means the number of calendar days, unless otherwise specified, in which QC agrees to install new QWave. Such period usually starts the day customer signs a service contract or upon QC's receipt and acceptance of a service order from customer.</p> <ul style="list-style-type: none"> <li>▪ 100% on-time installation of QWave.</li> </ul>	If a committed due date is missed, QC will credit customer 50% of the <i>nonrecurring cost</i> on all affected QWave services.	
<p><b>5. Exclusions and Restrictions.</b> An outage will not be deemed to have occurred in the event that the QWave is unavailable or impaired due to any of the following:</p> <ul style="list-style-type: none"> <li>(a) Interruptions on a Circuit that is not an "Accepted Circuit" where an Accepted Circuit is one that has been accepted or deemed accepted following provisioning of an installation order or change order;</li> <li>(b) Interruptions caused by the negligence, error or omission of customer or others authorized by customer to use or modify customer's QWave;</li> <li>(c) Interruptions due to failure of power at customer premises or failure or poor performance of customer premise equipment;</li> <li>(d) Interruptions during any period in which QC or its agents are not afforded access to the premises where the access lines associated with customer's QWave are terminated, provided such access is reasonably necessary to prevent a degradation or to restore QWave;</li> <li>(e) Interruptions during any period when QC has posted on the QC Web site or communicated to customer in any other manner that customer's QWave will be unavailable for maintenance or rearrangement purposes, or customer has released the QWave to QC for the installation of a customer service order;</li> <li>(f) Interruptions during any period when customer elects not to release the Circuit for testing and/or repair and continues to use it on an impaired basis;</li> <li>(g) Interruptions resulting from force majeure events beyond the reasonable control of QC including, but not limited to, acts of God, government regulation, labor strikes, national emergency or war (declared or undeclared);</li> <li>(h) Interruptions resulting from customer's use of QWave in an unauthorized or unlawful manner;</li> <li>(i) Interruptions resulting from a QC disconnect for customer's breach of a term set forth in the agreement pursuant to which QC is providing the QWave to customer;</li> <li>(j) Interruptions resulting from incorrect, incomplete or inaccurate orders from customer;</li> <li>(k) Interruptions due to improper or inaccurate network specifications provided by customer;</li> <li>(l) Special configurations of the standard QWave that have been mutually agreed to by QC and customer; provided, however, QC may provide a separate service level agreement to customer for those special configurations.</li> </ul>			