

**DOMESTIC ATM
RETAIL SERVICE LEVEL AGREEMENT**
(not applicable to services offered under the Qwest Wholesale and Enhanced Services Agreements)

This Service Level Agreement ("SLA") applies to domestic ATM service ordered by customers pursuant to an agreement ("Customer") with Qwest Communications Corporation ("QCC").

1. Definitions

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

- (a) "Best Effort Smart PVC" means a PVC for non-mission critical applications that can tolerate jitter, throughput, and latency variation.
- (b) "Calendar Month" means the period beginning at 12:00 midnight on the first day of a month and ending at 11:59 PM on the last day of that month.
- (c) "End-to-End" extends to and includes the network termination points at the applicable Customer premises. It includes the permanent virtual circuit ("PVC") between two Customer network termination points in which the route of the PVC is only on:
 - (i) the QCC Domestic ATM Network; and
 - (ii) local access circuits secured by QCC for Customer. End-to-End does not include premises equipment and inside wiring at Customer premises.
- (e) "Port" means an access port used in connection with the Service that is comprised solely of QCC On-Net Facilities and is a part of the QCC Domestic ATM Network.
- (f) "Priority Smart PVC" means a PVC designed for real-time applications by allowing Customer routers to organize packets and service a class of traffic differently from other classes of traffic.
- (g) "QCC Domestic ATM Network" means the ATM network (including the MPLS/IP network and Frame Relay network for Smart PVC) located within the United States Mainland and Hawaii, and is comprised only of QCC On-Net Facilities except that it will include Off-Net Facilities provided by Qwest to Customer in Alaska, Puerto Rico, Guam, and the U.S. Virgin Islands for the Network Availability Goal and Network Cell Delivery Rate Objective.
- (h) "QCC On-Net Facilities" means physical media, including switches, circuits, and/or ports that are owned and operated by:
 - (i) QCC; or
 - (ii) a wholly or partially owned subsidiary of QCC.
- (i) "QPOP" means a QCC designated point of presence on the QCC Domestic ATM Network that houses a QCC carrier class asynchronous transfer mode ("ATM") switch where direct interconnection between that network and the network or facilities of another carrier is possible.
- (j) "QPOP-to-QPOP" means a PVC between two QCC Ports located at two QPOPs only on the QCC Domestic ATM Network. QPOP-to-QPOP does not include any other components, including, but not limited to, any local access circuits connecting a Customer premises to the QCC Domestic ATM Network, premises equipment, or inside wiring at a Customer premises.
- (k) "Sample Period" means a QCC interval in which information on the transfer and receipt of ATM cells over a particular PVC is recorded. One Sample Period on each PVC will be taken per hour.
- (l) "Service" means the ATM service provided to Customer by QCC on the QCC Domestic ATM Network.
- (l) "United States Mainland" will refer to the District of Columbia and the 48 contiguous United States of America.
- (m) "Smart PVC" means a layer 2 PVC with an ATM or Frame Relay endpoint that also traverses the MPLS/IP network. Except where noted, references to PVC herein will include Smart PVC. For purposes of this document, Smart PVC objectives will be measured from the Customer network termination point at the Customer premises to the egress port on the Qwest layer 2 network that connects to the Qwest IP gateway.
- (n) "Closed User Group" means a group of users in a network permitted to communicate with each other but not with users outside the group.

2. Network Availability Objective

Network Availability means the percentage of usable time Qwest ATM Service is available to the Customer.

Customer will, subject to the terms, exclusions, and restrictions described herein, be entitled to receive from QCC a credit if the availability ("Network Availability") of the Service on a particular Port for any Calendar Month falls below the percentage shown in the applicable credit schedule included in this section. The Service will, for purposes of this document, be deemed to be unavailable to Customer only if the Service is subject to an interruption (other than as noted herein) that results in the total disruption ("Network Non-Availability") of the Service on a Port ("Affected Port") to the extent that the Affected Port will be totally unable to communicate with other Ports of Customer used in connection with the Service.

The credit to which Customer may be entitled under this section will be: (a) equal to the applicable percentage of Customer's monthly recurring charges for the Affected Port after application of any credits or discounts ("Eligible ATM Charges"); and (b) applied to Customer's interstate usage charges in connection with the Service. The credit will not include credits on any other monthly recurring charges charged to Customer for any other service.

Network Availability is calculated as follows:

$$(1 - [\text{total minutes of Network Non-Availability on the Affected Port in a particular Calendar Month} / \{(\text{number of days in the applicable Calendar Month}) \times (24 \text{ hours}) \times (60 \text{ minutes})\}]) \times 100\%$$

The Network Non-Availability will be deemed to commence with: (a) QCC's or a Qwest utilized customer resource center's ("CRC") receipt from Customer of a notice of the Network Non-Availability and QCC or a CRC's issuance of a trouble ticket; or (b) QCC or a

CRC's detection of the Network Non-Availability and QCC or a CRC's prompt issuance of a trouble ticket. The Network Non-Availability will conclude when QCC or a CRC makes a reasonable determination that the Service has been restored. The QCC Trouble Management System determines the number of minutes of a Network Non-Availability for the Service.

The following credit schedule provides Network Availability objectives measured solely from QPOP-to-QPOP. If Customer receives a credit for a particular Affected Port in a particular Calendar Month, Customer is not entitled to any other credits under this SLA for that Port in that Calendar Month.

Credit Schedule for QPOP-to-QPOP Service		
Network Availability		Amount of credit (as a % of the Eligible ATM Charges for the Affected Port)
Upper Level	Lower Level	
100.00%	99.99%	0%
99.98%	99.91%	5%
99.90%	99.51%	10%
99.50%	99.00%	20%
98.99%	98.51%	30%
98.50%	98.00%	30%
97.99%	97.51%	40%
97.50%	97.00%	50%
96.99%	96.51%	75%
96.50%	00.00%	100%

The following credit schedule provides Network Availability objectives measured on an End-to-End basis, except for Smart PVCs which are measured to the egress port. The Network Availability objectives and related remedies do not include:

- (a) any network elements provided by a third party provider beyond the QCC Network-to-Network Interface ("NNI"); and
- (b) any local access services that are not secured by QCC.

If Customer receives a credit for a particular Affected Port in a particular Calendar Month, Customer is not entitled to any other credits under this SLA for that Port in that Calendar Month.

Credit Schedule for End-to-End Service		
Network Availability		Amount of credit (as a % of the Eligible ATM Charges for the Affected Port)
Upper Level	Lower Level	
100.00%	99.51%	0%
99.50%	99.00%	5%
98.99%	98.51%	10%
98.50%	98.00%	20%
97.99%	97.51%	30%
97.50%	97.00%	30%
96.99%	96.51%	40%
96.50%	96.00%	50%
95.99%	95.51%	75%
95.50%	00.00%	100%

3. Network Cell Delivery Rate Objective

The cell delivery rate ("CDR") objective on a PVC between two QPOPs on the QCC Domestic ATM Network is the value of $(1-(CLR))$. CLR for all PVCs except for Smart PVCs is the value obtained by dividing the number of Customer cells that are lost on a particular PVC on the QCC Domestic ATM Network during a Sample Period due to error or congestion on the QCC Domestic ATM Network by the number of cells transmitted across the particular PVC during the Sample Period (excluding cells in transit during a Sample Period). The CLR for Priority Smart PVC is the value obtained by dividing the number of Customer cells that are lost on all Customer Priority Smart PVCs in a Closed User Group during a Sample Period due to error or congestion on the QCC Domestic ATM Network by the number of cells transmitted across all Customer Priority Smart PVCs in the Closed User Group during the Sample Period (excluding cells in transit during a Sample Period). QCC's monthly average CDR objective for a particular Customer PVC on the QCC Domestic ATM Network is shown in the following schedule for each quality of service category included in that schedule. Available bit rate ("ABR"), unspecified bit rate ("UBR"), and best effort Smart PVC are not qualities of service with a guaranteed CDR.

Traffic Type (Quality of Service)	Monthly Average CDR objective	Traffic Covered
Constant bit rate	99.99%	Transmissions within peak cell rate ("PCR") ¹
Variable bit rate real time	99.97%	Transmissions within sustained cell rate ("SCR") ²
Variable bit rate non-real time	99.95%	Transmissions within SCR ^{2,3}
Priority Smart PVC	99.95%	Transmissions within subscribed Priority Smart PVC bandwidth rate ⁴

¹ Cells within SCR (PCR = SCR for CBR) will be designated by the QCC switch by a cell header with a cell loss priority ("CLP")=0.

² Cells within SCR will be designated by the QCC switch by a cell header with a CLP=0.

³ Does not apply to Service with local loop oversubscription for Variable bit rate non-real time.

⁴ Does not cover transmissions where customer egress port Priority Smart PVC capacity is exceeded due to Customer oversubscription.

CDR measures only the delivery of cells over a PVC on the QCC Domestic ATM Network. External factors to the QCC Domestic ATM Network that may cause cell loss (including, without limitation, failure of access circuits, and/or Customer premises equipment) are excluded from the measurement.

Subject to the terms, exclusions and restrictions described in this document, if in any two consecutive Calendar Months, QCC does not meet its objective for CDR (for traffic covered) as specified in the schedule above for a particular PVC or a Closed User Group for Priority Smart PVCs ("Impacted PVC"), Customer will receive a credit from QCC for such second Calendar Month (and each consecutive Calendar Month thereafter until QCC is in compliance with the CDR parameters specified in that schedule) in accordance with the applicable schedule below and the procedures set forth herein. Such credit will be equal to the designated percentage of Customer's PVC monthly recurring charges after all applicable discounts and credits have been applied ("Eligible PVC Charges") for the Impacted PVC for that Calendar Month. Credits will only be due if QCC misses the specified CDR in two or more consecutive Calendar Months.

In order to be eligible for a credit under this section, a trouble ticket must be issued under the QCC Trouble Management System in the manner set forth in Section 2 within five business days after the conclusion of the particular Calendar Month in which QCC failed to achieve the delivery rate objective for which Customer may receive a credit.

A. Constant Bit Rate

The following credit schedule applies to a Service that QCC provides to Customer on a constant bit rate PVC.

Credit Schedule For A Constant Bit Rate PVC		
Monthly Average		Amount of credit (as a % of Eligible PVC Charges for the Impacted PVC)
Cell delivery rate objective		
Upper Level	Lower Level	
100.00%	99.99%	0%
99.98%	99.50%	5%
99.49%	99.01%	10%
99.00%	98.01%	20%
98.00%	97.01%	30%
97.00%	96.01%	40%
96.00%	0.00%	50%

B. Variable Bit Rate Real Time

The following credit schedule applies to a Service that QCC provides to Customer on a variable bit rate real time PVC.

Credit Schedule For A Variable Bit Rate Real Time PVC		
Monthly Average		Amount of credit (as a % of Eligible PVC Charges for the Impacted PVC)
Cell delivery rate objective		
Upper Level	Lower Level	
100.00%	99.95%	0%
99.94%	99.50%	5%

99.49%	99.01%	10%
99.00%	98.01%	20%
98.00%	97.01%	30%
97.00%	96.01%	40%
96.00%	0.00%	50%

C. Variable Bit Rate Non Real Time

The following credit schedule applies to a Service that QCC provides to Customer on a variable bit rate non-real time PVC.

Credit Schedule For A Variable Bit Rate Non-Real Time PVC		
Monthly Average		Amount of credit (as a % of Eligible PVC Charges for the Impacted PVC)
Cell delivery rate objective		
Upper Level	Lower Level	
100.00%	99.95%	0%
99.94%	99.50%	5%
99.49%	99.01%	10%
99.00%	98.01%	20%
98.00%	97.01%	30%
97.00%	96.01%	40%
96.00%	0.00%	50%

D. Priority Smart PVC

The following credit schedule applies to a Service that QCC provides to Customer on Priority Smart PVC.

Credit Schedule For Priority Smart PVC		
Monthly Average		Amount of credit (as a % of Eligible PVC Charges for the Impacted PVC)
Cell delivery rate objective		
Upper Level	Lower Level	
100.00%	99.95%	0%
99.94%	99.50%	5%
99.49%	99.01%	10%
99.00%	98.01%	20%
98.00%	97.01%	30%
97.00%	96.01%	40%
96.00%	0.00%	50%

No credits are applicable for available bit rate, unspecified bit rate, or best effort Smart PVC quality of service CDR performance.

4. Network Transit Delay (or Latency) Objective

The following schedule shows the monthly average roundtrip ATM cell network transit delay (“NTD”) objective for a particular PVC on the QCC Domestic ATM Network that is either:

- (a) between two QCC Ports and does not pass through a network to network interface; or
- (b) between a QCC Port and a network to network interface connecting the QCC Domestic ATM Network to a network of another carrier.

The cell Latency objective is measured in milliseconds. There is no Latency objective or credits available for Service to the Off-Net Facilities provided by Qwest in Alaska, Puerto Rico, Guam, and the U.S. Virgin Islands. The Latency objective for a particular PVC on the QCC Domestic ATM Network is measured based on the quality of service for a particular PVC. Available bit rate, unspecified bit rate, and best effort Smart PVC are not qualities of service with a guaranteed NTD.

Traffic Type (Quality of Service)	Monthly Average NTD Objective on PVCs within the United States Mainland	Monthly Average NTD Objective on PVCs between Hawaii and California	Monthly Average NTD Objective on PVCs between Hawaii and the United States Mainland (except for California)
Constant bit rate	90 ms	75 ms	165 ms
Variable bit rate real time	95 ms	80 ms	175ms
Variable bit rate non-real time	100ms	85 ms	185 ms
Priority Smart PVC	100ms	85 ms	185 ms

For purposes of this document, NTD is defined as the period of time commencing with transmission of the cell from the originating Port to the time of receipt of the cell at the originating Port after the cell's roundtrip transfer on a particular Customer PVC as set forth above. In the case of Priority Smart PVC, NTD is calculated by adding the individual NTDs for the layer 2 access PVCs and NTD for the MPLS/IP network. External factors to the QCC Domestic ATM Network that may cause delay (including, without limitation, access serialization, access link congestion, Customer provided equipment and network to network interface gateways and Customer premises equipment) are excluded from the measurement.

Subject to the terms, exclusions and restrictions described in this document, if, in any two consecutive Calendar Months, QCC does not meet its objective for NTD as specified in the schedule above for a particular PVC ("Affected PVC"), Customer will receive a credit from QCC for such second month (and each consecutive Calendar Month thereafter until QCC is in compliance with the NTD parameters specified in that schedule) in accordance with the schedule below and procedures described herein. Such credit will be equal to the designated percentage of Customer's Eligible PVC Charges for the Affected PVC for that Calendar Month. Credits will only be due if QCC misses the specified NTD in two or more consecutive Calendar Months.

In order to be eligible for a credit under this section, a trouble ticket must be issued under the QCC Trouble Management System in the manner set forth in Section 2 within five business days after the conclusion of the particular Calendar Month in which QCC failed to achieve the NTD objective for which Customer may receive a credit.

Monthly Average Latency for each Qualified QoS Parameter/Geographic Location	Amount of credit (as % of Eligible PVC Charges for the Affected PVC)
Greater than 100% of objective	10%
Greater than 125% of objective	15%
Greater than 150% of objective	25%

No credits are applicable for ABR, UBR, or best effort Smart PVC quality of service NTD performance.

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, the aggregate amount of credits received by Customer in accordance with this document for a particular Affected Port on the QCC Domestic ATM Network, Impacted PVC or Affected PVC, as applicable, exceeds 50% of Customer's total monthly recurring charges, after application of any discounts or credits, for that Port and/or PVC during the applicable period, Customer may, upon 30 days' prior written notice to QCC, terminate the Affected Port, Impacted PVC or Affected PVC without incurring any early termination charges associated with that Port and/or PVC except for usage charges accrued to the date of termination.

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, the aggregate amount of credits received by Customer in accordance with this document for all Affected Ports on the QCC Domestic ATM Network, Impacted PVCs or Affected PVCs exceeds 50% of Customer's total monthly recurring charges, after application of any discounts or credits, for all of Customer's Ports, and PVCs, during the applicable period, Customer may, upon 30 days' prior written notice to QCC and the exhaustion of all Qwest and Customer escalation procedures, terminate all of the ATM service provided to Customer by QCC on the QCC Domestic ATM Network, without incurring any early termination charges associated with the Services, except for usage charges accrued to the date of termination.

Customer must exercise any termination right available to it under this section within 30 days after the end of the month 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.

6. General Terms and Conditions

QCC is offering the Service in accordance with the Rates and Services Schedule and any applicable state tariffs.

A credit request must be submitted through the 1-800 Customer Service number on the customer's Billing Invoice or the Sales Marketing Representative. 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 15 days (unless otherwise provided herein) 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.

In the event that Customer is entitled to multiple credits under this document arising from the same event, such credits will not be cumulative and Customer will be entitled to receive only the maximum single credit available for such event not to exceed 100% of the monthly charges.

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

Customer may receive credits for a particular Service pursuant to the performance objectives included in this document for a maximum of four consecutive months or a maximum of six months in any 12 month period.

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

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

7. Restrictions and Exclusions

A period of Network Non-Availability or the failure of a cell to be properly transmitted for purposes of measuring NTD and CDR objectives included in this document will not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following:

- (a) Interruptions or times of service degradation on a PVC that is not an "Accepted Circuit" where an Accepted Circuit is one that QCC and Customer have tested and mutually agree is working as ordered following provisioning of an order or change order and for which QCC has commenced billing the Customer;
- (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 premises equipment;
- (d) Interruptions or times of service degradation during any period in which QCC 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 QCC has posted on the QCC 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 QCC 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 QCC including, but not limited to, acts of God, government regulation, labor strikes, national emergency, or war (declared or undeclared);
- (h) Interruptions or times of service degradation resulting from Customer's use of the service in an unauthorized or unlawful manner;
- (i) Interruptions or times of service degradation resulting from a QCC disconnect for Customer's breach of a term set forth in the agreement pursuant to which QCC is providing the Service to Customer or QC is providing a local access service to Customer;
- (j) Interruptions or times of service degradation resulting from incorrect, incomplete or inaccurate orders from Customer (including, without limitation, Customer's over subscription of Ports);
- (k) Interruptions or times of service degradation due to improper, inaccurate or special network specifications requested by Customer that are not included in QCC's standard specifications of the service and/or QCC's internal operational processes;
- (l) Interruptions or times of service degradation resulting from a failure of the local access circuit or tail circuits not secured by QCC in connection with End-to-End service;
- (m) Any interruptions, added latency, lost cells or times of service degradation resulting in whole or in part due (in any manner) to Customer's use of an NNI between the QCC Domestic ATM Network and the network of a third party carrier; or
- (n) Interruptions or times of service degradation occurring after QCC or the CRC reasonably believes it has restored a particular Service and is unable to contact the person designated by Customer as being the person to contact in the event of an interruption or degradation of the Service and restoration of a Service.