

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

The following Service Level Agreement ("SLA") is offered to existing and new Qwest Communications Corporation ("QCC") Customers who purchase new Qwest Domestic Private Line Service under a Qwest Total Advantage Agreement in accordance with the terms and conditions described herein. The Service Level Agreement coverage will extend for the term of the eligible circuit as indicated on the Qwest order form.

QCC Domestic Private Line Service is a point-to-point, InterLata, dedicated non-switched electrical and/or optical data transmission, physical link between two Qwest Points of Presence located on the Qwest Domestic Network ("Service" or "Circuit"). The Service provides a fixed capacity of bandwidth for transport of Customer's digital communications traffic, utilizing and conforming to Synchronous Optical Network (SONET) standards that originate and terminate a physical connection at a specified Qwest demarcation point located in the Qwest POP. Service extends to and includes the network equipment maintained by Qwest at the Qwest network interface points located in the Qwest POP. Domestic Private Line Service is offered at DS-1, DS-3, OC-3, .OC-3c, OC-12, OC-12c, OC-48, and OC-48c transmission rates. For purposes of this SLA, Service: (a) does not include DS-0 or Fractional DS-1 service; but (b) includes On-Net local access service provided by Qwest that is attached to Domestic Private Line Service.

Qwest Private Line SONET Service is available to Qwest business customers in the domestic U.S. subject to facilities availability. SONET equipment or routers needed to terminate circuits. Installation, expedite, local access, and extended wiring charges may apply.

## **1. Definitions**

"Calendar Month" refers to 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.

"Customer" is a customer that orders the Service from Qwest pursuant to an agreement.

"End to End" means Service between two Customer facilities in which the Circuit is on: (a) the Qwest Domestic Network; and (b) Leased Local Access. End to End Service extends to and includes network termination points at the applicable Customer premises but does not include premise equipment and inside wiring.

"Leased Local Access" means Qwest-provided local access circuits ordered and leased from another carrier (specific carrier chosen is at the discretion of Qwest), facilitated and managed by Qwest on behalf of Customer.

"On-Net Local Access" means local access circuits provided solely on Qwest Facilities.

"POP" means a Qwest designated point of presence at a location where direct interconnection between the Qwest Domestic Network and the network of another carrier is possible.

"POP to POP" means Service provided to Customer between two POPs on the Qwest Domestic Network and includes On-Net Local Access Service.

"Qwest Domestic Network" is the network located within those areas in the 48 contiguous United States of America and District of Columbia where Qwest is legally permitted to provide the Service to Customer and is comprised only of Qwest Facilities.

"Qwest Facilities" means: (a) physical media, including, circuits and/or ports that are owned and operated by: (a) Qwest; or (b) a wholly or partially owned subsidiary of Qwest; or (b) interexchange circuits that are owned and operated by an interexchange carrier other than Qwest, but secured by Qwest to provide the Service. Qwest Facilities do not include Leased Local Access or any Customer premise equipment or circuits provided by Customer.

## **2. Availability Objective**

Qwest offers the following SLA for Domestic Private Line Service with a minimum one year Service term. The SLA is effective as of the first day of the second month after initial installation and Customer acceptance of Service.

Customer will, subject to the terms, exclusions and restrictions described herein, be entitled to receive from Qwest a credit if the availability ("Circuit Availability") of a particular Circuit 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 Circuit ("Affected Circuit") is subject to an interruption (other than as noted herein) that results in the total disruption of the Service ("Outage").

The credit ("Outage Credit") to which Customer may be entitled under this section will be equal to the applicable credit percentage identified in the table below of Customer's monthly recurring charges ("MRCs") for the Affected Circuit after application of any credits or discounts ("Eligible Circuit Charges"). The Outage Credit will not include credits on any other MRCs charged to Customer for any other service, with the exception of On-Net or Leased Local Access Service associated with the Affected Circuit.

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Circuit Availability Percentage is calculated as follows:

$$\left[ \frac{(\text{Applicable Days in Calendar Month} \times 24 \times 60) - (\text{Minutes of Outage on Affected Circuit in Calendar Month})}{(\text{Applicable Days in Calendar Month} \times 24 \times 60)} \times 100 \right]$$

For purposes of measuring Customer's Circuit Availability, the Qwest Trouble Management System determines the number of minutes of an Outage. An Outage will be deemed to commence upon verifiable notification thereof by Customer to the Qwest Trouble Management System, and Qwest's issuance of a trouble ticket. An Outage will conclude upon the restoration of the Affected Circuit as evidenced by the appropriate network tests conducted by Qwest.

<b>Credit Schedule for POP-to-POP Service</b>		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Lower Level	
100%	99.999%	0%
< 99.999%	99.99%	5%
< 99.99%	99.9%	10%
< 99.9%	99.5%	25%
< 99.5%	0%	50%

<b>Credit Schedule for End to End Service</b>		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Lower Level	
100%	99.999%	0%
< 99.999%	99.99%	5%
< 99.99%	99.9%	10%
< 99.9%	99.5%	25%
< 99.5%	0%	50%

Subject to the terms, exclusions and restrictions described herein, in the event Customer experiences chronic Outages with respect to any Circuit, Customer will be entitled to terminate the Affected Circuit. A Circuit suffers from chronic Outages if such Circuit, measured over any Calendar Month, experiences more than five Outages, or more than 48 aggregate hours of Outages. Customer may as its sole and exclusive remedy for chronic Outages, upon 30 days prior written notice to Qwest, terminate the Affected Circuit without incurring any early termination charges associated with that Affected Circuit except for all usage charges accrued to the date of termination. Customer must exercise any termination right available to it under this section within 30 days after Customer first becomes eligible to exercise the 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 termination right, have waived its right to such termination right.

**3. Terms and Conditions**

Qwest is offering the Service in accordance with the Qwest Rate and Services Schedule and any applicable state tariffs. In the event of a conflict between the terms of this document and the Rate and Services Schedule, the terms of this document will control.

To be eligible for an Outage Credit under this Service Level Agreement, Customer must, in addition to complying with the other terms included herein: (a) be in good standing with Qwest and current in their obligations, other than those invoices that are recognized as being in dispute; and (b) submit necessary supporting documentation and request reimbursement or credits hereunder within 30 days of the conclusion of the service month in which the requisite unavailability 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.

Qwest will determine the Outage Credits provided to Customer by totaling the eligible Outage minutes throughout the Calendar Month on an Affected Circuit, subject to the restrictions and exclusions herein. Outage Credits for any Calendar Month must exceed \$25.00 to be processed. In no case will Qwest provide credit to Customer for an Affected Circuit that exceeds the monthly recurring charge or the

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stated applicable maximum credit percentage. Customer may receive Outage Credits for a particular Affected Circuit for a maximum of four months in any 12 month period.

Qwest will give notice to Customer of any scheduled maintenance as early as is practicable and a scheduled outage will under no circumstances be viewed as an Outage hereunder.

The remedies included in this SLA are Customer's sole and exclusive remedies for disruption 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. If Customer receives an Outage Credit, Customer is not entitled to receive any other credit that may be available under the local access service provided or ordered by Qwest on behalf of Customer for the Affected Circuit in that Calendar Month.

Except as provided herein for certain local access service, the objectives and related remedies set forth in this document will not apply to Qwest services other than the Domestic Private Line Service.

#### **4. Restrictions and Exclusions**

An Outage 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 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;
- (b) Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to use or modify Customer's service;
- (c) Interruptions due to failure of power at Customer premises or failure or poor performance of Customer premise equipment;
- (d) Interruptions 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 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 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;
- (g) Interruptions 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);
- (h) Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner;
- (i) Interruptions resulting from a Qwest disconnect for Customer's breach of a term set forth in the agreement pursuant to which Qwest is providing the service to Customer;
- (j) Interruptions resulting from incorrect, incomplete or inaccurate orders from Customer;
- (k) Interruptions due to improper or inaccurate network specifications provided by Customer;
- (l) Interruptions resulting from a failure of a carrier other than Qwest providing local access circuits except when Qwest has ordered Leased Local Access on Customer's behalf; or
- (m) Special configurations of the standard Service that have been mutually agreed to by Qwest and Customer; provided, however, Qwest may provide a separate service level agreement to Customer for those special configurations.