

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

1. Service Level Agreement (“SLA”). This Service Level Agreement (“SLA”) applies to the Diversity enhancement only. For purposes of this SLA, the Qwest Trouble Management System will be the sole source to determine the Customer’s Diversity Availability. Unavailability will be deemed to commence upon verifiable notification thereof by Customer to the Qwest Trouble Management System, Qwest’s issuance of a trouble ticket and verification by the Qwest Trouble Management System of Unavailability. Unavailability will conclude upon the restoration of the Service as evidenced by Qwest.

2 Service Availability. Customer will, subject to the terms, exclusions, and restrictions described herein, be entitled to receive from Qwest a credit if the Diversity for Domestic Private Line Service, Qwave® Service, PRN Service, Qwest iQ Networking® Service, ATM Service, Frame Relay Service, or Long Distance is unavailable as a result of Qwest’s failure to maintain the desired Diversity routing on the Qwest Domestic Network, based upon the Diversity routing confirmed by Qwest at the time of ordering (“Unavailability”). The credit to which Customer may be entitled under this Section will be equal to 100% of the Diversity enhancement MRC for each of the affected circuits for the calendar month in which Diversity was Unavailable.

3 Network Rearrangements. In the event Qwest will perform a network rearrangement that materially affects Customer’s Service such that the Diversity routing is terminated, then Qwest will provide prior notice in a commercially reasonable timeframe to Customer of an alternative Diverse routing of the affected circuit(s). Customer’s existing charges of the Diversity enhancement and Underlying Service will not change as a result of Customer’s acceptance of the alternative Diversity routing. Customer acceptance of alternative diverse routing will not be unreasonably withheld. Should Customer not accept the proposed alternative Diversity rerouting, Customer may as its sole and exclusive remedy, terminate the affected Service along with the affected Underlying Services without incurring cancellation charges for the Underlying Service, provided however, that Customer will be liable for any cancellation charges for circuits requiring special construction, third party cancellation charges, and Leased Local Access cancellation charges, if any, as more particularly set forth in the applicable Services Exhibit and/or Services Schedule for the Underlying Services.

4 Terms and Condition for the SLA.

4.1 To be eligible for a credit under this SLA, Customer must, in addition to complying with the other terms included herein: (a) be in good standing with Qwest and current in its obligations, other than those invoices that are recognized as being in dispute; and (b) submit necessary supporting documentation (if applicable) and request reimbursement or credit 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 have waived such right.

4.2 Customer must exercise any termination right available to it under this SLA within 30 calendar 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 have waived such right.

4.3 The credit will not include credits on any other MRCs charged to Customer for any other Service including the Underlying Services. In no circumstance will Customer receive a credit that exceeds 100% of the Diversity enhancement MRC. Outages of the Underlying Services are governed by the service level agreement for such Underlying Service and Qwest will not provide a credit under this Service Level Agreement for failures of Diversity caused by outages.