

QWEST® DOMESTIC NETWORK DIVERSITY ("Diversity" or "Service")
SERVICE LEVEL AGREEMENT ("SLA")
(not applicable to services offered under the Qwest Wholesale and Enhanced Services Agreements)

This SLA applies to Diversity ordered by customers pursuant to an agreement with Qwest Communications Company, LLC ("QCC") ("Agreement"). Capitalized terms not defined in this SLA are defined in the Agreement. This SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

1. SLA. This SLA applies to the Diversity enhancement only. For purposes of this SLA, the QCC trouble management system will be the sole source to determine the Customer's Diversity Availability. Unavailability will be deemed to commence upon verifiable notification by Customer to the QCC trouble management system, QCC's issuance of a trouble ticket and verification by the QCC trouble management system of Unavailability. Unavailability will conclude upon the restoration of the diversity routing as evidenced by QCC.

2. Service Availability. Customer will, subject to the terms, exclusions, and restrictions described herein, be entitled to receive from QCC a credit if the Diversity for Domestic Private Line Service, Ethernet Private Line Service, QWave® Service (long haul), Qwest iQ Networking® Service, ATM Service, Frame Relay Service, or Long Distance is unavailable as a result of QCC's failure to maintain the desired Diversity routing on the QCC Domestic Network ("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 QCC performs a network rearrangement that materially affects Customer's Service such that the Diversity routing is terminated, then QCC will provide Customer with an alternative diverse routing of the affected circuit(s), if available. 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, provided however, that Customer will be liable for any cancellation charges, third party cancellation charges, and Leased Local Access cancellation charges, if any, as more particularly set forth in the applicable Service Exhibit and/or RSS, if any, for the Underlying Service.

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 QCC 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 Unavailability occurs. In the event Customer fails to comply with the condition set forth above, Customer will have waived such right. The credit will not include credits on any other MRCs charged to Customer for any other service including an Underlying Service. In no circumstance will Customer receive a credit that exceeds 100% of the Diversity enhancement MRC. Outages of an Underlying Service are governed by the service level agreement for such Underlying Service and QCC will not provide a credit under this SLA for failures of Diversity caused by outages.

4.2 Customer must exercise any termination right available to it provided under this SLA within 30 calendar days after Customer becomes eligible to exercise such termination right. In the event Customer fails to comply with the condition set forth above, Customer will have waived such right.