

**DOMESTIC RETAIL FRAME RELAY  
SERVICE LEVEL AGREEMENT**

**(not applicable to services offered under the Qwest Wholesale and Enhanced Services Agreements)**

This Service Level Agreement ("SLA") applies to domestic Frame Relay service ordered by customers pursuant to an agreement ("Customer") with Qwest Communications Corporation ("QCC"). This Service Level Agreement does not provide performance objectives and related remedies for any local access services provided by Qwest Communications ("QC") to Customer under a separate agreement.

## 1. Definitions

The definitions applied to the following capitalized terms 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" 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.
- (c) "Customer" is a customer that orders Service (as defined herein) from QCC pursuant to an agreement.
- (d) "Latency" is the period of time commencing with transmission of a Test Frame to the time of receipt of such Test Frame after the Test Frame's roundtrip transfer on a particular Customer PVC.
- (e) "Over-subscription" is the percentage of the combined value of all committed information rates ("CIRs") per Quality of Service on a Port compared to and not to exceed 100% of the Port speed for VFRrt or 150% of the Port speed for VFRnt and UFR. Any over-subscription beyond the recommended rates per Quality of Service will abrogate all Qwest Service Level Agreements.
- (f) "Port" refers to 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 Frame Relay Network.
- (g) "Premises" means a location where Customer receives the Service.
- (h) "Premises-to-Premises" or "End-to-End" extends to and includes the network termination points at the applicable Customer Premises. It also 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 Frame Relay Network; and (ii) local access circuits and tail circuits secured by QCC for Customer. End-to-End does not include premises equipment and inside wiring at those premises.
- (i) "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.
- (j) "QCC Domestic Frame Relay Network" means the frame relay network located within those areas in 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 U. S. Virgin Islands for the Network Availability Objective and Network Data Delivery Rate Objective.
- (k) "QCC On-Net Facilities" refers to 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.
- (l) "QPOP" means a QCC designated point of presence on the QCC Domestic Frame Relay Network that houses a QCC carrier class frame relay switch where direct interconnection between that network and the network or facilities of another carrier is possible.
- (m) "QPOP-to-QPOP" is a PVC between two QCC Ports located at two QPOPs only on the QCC Domestic Frame Relay Network. QPOP-to-QPOP does not include any other components, including, but not limited to, any local access circuits or tail circuits connecting a Customer premises to the QCC Domestic Frame Relay Network, premises equipment or inside wiring at a Customer premises.
- (n) "Quality of Service" means the following three levels of service QCC offers: (i) variable frame rate real time ("VFRrt") is a premium service that offers the highest queuing, the most liberal discard and the highest bumping priorities with the lowest latency network paths; (ii) variable frame rate, non-real time ("VFRnt") is the standard service and offers network delivery of services by minimizing traffic loss and delay; and (iii) unspecified frame rate "UFR."
- (o) "Sample Period" is a QCC interval in which a Test Frame over a particular PVC is recorded. QCC will take one Sample Period on each PVC per hour.
- (p) "Service" is the frame relay service provided to Customer by QCC on the QCC Domestic Frame Relay Network.
- (q) "Test Frame" currently means a 32 byte diagnostic packet sent over a PVC between two QPOPs during a Sample Period. The size of the diagnostic packet maybe modified by QCC in its sole discretion at any time.
- (r) "United States Mainland" means the District of Columbia and the 48 contiguous United States of America.
- (s) "Smart PVC" is 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.
- (t) "Closed User Group" ("CUG") is a group of users in a network permitted to communicate with each other but not with users outside the group.

## 1. Network Availability Objective

Network Availability means the percentage of usable time Qwest Frame Relay Services is available to 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 from a particular Premises 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 from a Premises ("Affected Premises") to the extent that the Affected Premises will be totally unable to communicate with other Customer Premises used in connection with the Service.

The credit to which Customer may be entitled under this section will be: (i) equal to the applicable percentage of Customer's monthly recurring charges for the affected Port and affected PVC terminated to the Affected Premises after application of any credits or discounts ("Eligible Frame Relay Charges"); and (ii) 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:

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

The Network Non-Availability will be deemed to commence with: (i) QCC's receipt from Customer of a notice of the Network Non-Availability and QCC issuance of a trouble ticket; or (ii) QCC detection of the Network Non-Availability and QCC's prompt issuance of a trouble ticket. The Network Non-Availability will conclude when QCC makes a reasonable determination that the Service has been restored. The QCC Trouble Management System will determine the number of minutes of Network Non-Availability for the Service.

The following credit schedule provides Network Availability objectives measured solely from Premises-to-Premises. If Customer receives a credit in accordance with the schedule for a particular Affected Premises in a particular Calendar Month, Customer is not entitled to any other credits under this section for that Port and associated PVC in that Calendar Month.

<b>Credit Schedule for Premises-to-Premises</b>		
Network Availability		Amount of Credit (as a % of the Eligible Frame Relay Charges for the Affected Port and PVC)
Upper Level	Lower Level	
100.00%	99.99%	0%
99.98%	99.91%	5%
99.90%	99.51%	10%
99.50%	99.01%	15%
99.00%	98.51%	20%
98.50%	98.01%	25%
98.00%	97.01%	50%
97.00%	96.01%	75%
96.00%	0.00%	100%

## 2. Network Data Delivery Rate Objective

QCC offers Customer performance objectives for the monthly average delivery of frames over a particular Customer PVC on the QCC Domestic Frame Relay Network between two Premises. The monthly average delivery rate objectives are available for each eligible Quality of Service associated with the Service. The delivery rate objectives for all PVCs except for Smart PVC are based upon the designation of the bytes transported over the PVC with a like quality of service as either committed information rate bytes (i.e., non-discard eligible bytes) or as total bytes accepted at ingress by a switch on a particular PVC including both discard eligible bytes and committed information rate bytes (excluding frames in transit during the Sample Period). The delivery rate objective for Smart PVC is based on the number of Customer bytes that are lost on all Customer Smart PVCs in a Closed User Group (excluding frames in transit during a Sample Period).

The delivery rate objective for committed information rate bytes on a particular eligible PVC within a Calendar Month will be calculated as follows:

$$[(\text{total bytes within committed information rate received at egress by a switch on a particular PVC within a Calendar Month} / \text{total bytes within committed information rate submitted at ingress by a switch on that PVC in that Calendar Month})] * 100\%.$$

The delivery rate objective for total bytes on eligible PVCs except for Smart PVC will be calculated as follows:

$$[1 - \{(\text{total bytes accepted at ingress by a switch on a particular PVC within a Calendar Month} - \text{total bytes received at egress by a switch on that PVC in that Calendar Month}) / \text{total bytes accepted at ingress by a switch on a particular PVC in that Calendar Month}\}] * 100\%.$$

If a Customer selects an excess information (Burst eligible) rate for a particular PVC that is less than the maximum burst size for the PVC, the total bytes accepted at ingress by a switch in the immediately preceding calculation will be deemed not to exceed the excess information rate.

The delivery rate objective for Smart PVC will be calculated as follows:

[1- {(total bytes accepted at ingress by switches for all Smart PVCs within a particular CUG within a Calendar Month minus total bytes received at egress by switches on all Smart PVCs within that CUG in that Calendar Month / total bytes accepted at ingress switches on all Smart PVCs within that CUG in that Calendar Month)}] \* 100%.

Subject to the terms, exclusions and restrictions described in this document, if, in a Calendar Month, QCC does not meet the monthly average delivery rate objective at which Customer may receive a credit specified in the applicable schedule below for a particular PVC ("Impacted PVC"), Customer will receive a credit from QCC for that Calendar Month 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.

For each eligible quality of service designated in this section, Customer may receive credit for QCC's failure to satisfy either the monthly average committed information rate byte delivery rate objective or the monthly average total byte delivery rate objective. The credits, however, will not be cumulative if, for a particular quality of service, QCC fails to meet both the monthly average committed information rate byte delivery rate objective and the monthly average total byte delivery rate objective. In such an event, credits may be issued for eligible charges at the applicable credit percentage designated in the schedules included in this section for the higher of the missed objective for the committed information rate byte delivery rate or total byte delivery rate.

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 5 business days after the conclusion of the particular Calendar Month in which QCC failed to achieve the Data Delivery Rate objective for which Customer may receive a credit.

**A. Variable Frame Rate Real Time**

The following credit schedules apply to a Service that QCC provides to Customer on variable frame rate real time PVCs.

<b>Credit Schedule For A Variable Frame Rate Real Time PVC</b>		
Monthly Average		Amount of credit (as a % of Eligible PVC Charges for the Impacted PVC)
Committed information rate byte delivery rate objective		
Upper Level	Lower Level	
100.00%	99.99%	0%
99.98%	99.91%	5%
99.90%	99.51%	10%
99.50%	99.01%	15%
99.00%	98.51%	20%
98.50%	98.01%	25%
98.00%	97.51%	50%
97.50%	97.01%	75%
97.00%	0.00%	100%

  

<b>Credit Schedule For A Total Byte Variable Frame Rate Real Time PVC</b>		
Monthly Average		Amount of credit (as a % of Eligible PVC Charges for the Impacted PVC)
Total byte delivery rate objective		
Upper Level	Lower Level	
100.00%	99.891%	0%
99.89%	99.51%	5%
99.50%	99.01%	10%
99.00%	98.51%	15%
98.50%	98.01%	20%
98.00%	97.51%	25%
97.50%	97.01%	30%
97.00%	96.51%	40%
96.50%	0.00%	50%

**B. Variable Frame Rate Non Real Time**

The following credit schedules apply to a Service that QCC provides to Customer on variable frame rate non-real time PVCs.

Credit Schedule For A Variable Frame Rate Non-Real Time PVC		
Monthly Average		Amount of credit (as a % of Eligible PVC Charges for the Impacted PVC)
Committed information rate byte delivery rate objective		
Upper Level	Lower Level	
100.00%	99.89%	0%
99.88%	99.51%	5%
99.50%	99.01%	10%
99.00%	98.51%	15%
98.50%	98.01%	20%
98.00%	97.51%	25%
97.50%	97.01%	50%
97.00%	96.51%	75%
96.50%	0.00%	100%

Credit Schedule For A Total Byte Variable Frame Rate Non-Real Time PVC		
Monthly Average		Amount of credit (as a % of Eligible PVC Charges for the Impacted PVC)
Total byte delivery rate objective		
Upper Level	Lower Level	
100.00%	98.491%	0%
98.49%	98.01%	5%
98.00%	97.51%	10%
97.50%	97.01%	15%
97.00%	96.51%	20%
96.50%	96.01%	25%
96.00%	95.51%	30%
95.50%	95.01%	40%
95.00%	0.00%	50%

**C. Unspecified Frame Rate**

The following credit schedule applies to a Service that QCC provides to Customer on an unspecified frame rate PVC. No objective is offered for total byte traffic on an unspecified frame rate PVC.

Credit Schedule For An Unspecified Frame Rate PVC		
Monthly Average		Amount of credit (as a % of Eligible PVC Charges for the Impacted PVC)
Committed information rate delivery rate objective		
Upper Level	Lower Level	
100.00%	98.49%	0%
98.49%	98.01%	5%
98.00%	97.51%	10%
97.50%	97.01%	15%
97.00%	96.51%	20%
96.50%	96.01%	25%
96.00%	95.51%	30%
95.50%	95.01%	40%
95.00%	0.00%	50%

**D. Priority Smart PVC**

The following credit schedule applies to a Service that QCC provides to Customer on Priority Smart PVC. No objectives or credits are offered for Best Effort Smart PVC.

<b>Credit Schedule For Priority Smart PVC</b>		
Monthly Average		Amount of credit* (as a % of Eligible PVC Charges for the Impacted PVC)
Peak Bandwidth 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%

\*Transmissions within subscribed Priority Smart PVC bandwidth rate. Does not cover transmissions where Customer egress port Priority Smart PVC capacity is exceeded due to Customer sending more traffic than the egress port subscribed to.

### 3. Network Transit Delay (or Latency) Objective

The following schedule shows the monthly average roundtrip frame Latency objective for a particular PVC on the QCC Domestic Frame Relay Network that is either:

- (i) between two Premises and does not pass through a network to network interface; or
- (ii) between a QCC Port and a network to network interface connecting the QCC Domestic Frame Relay Network to a network of another carrier.

The frame 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 U. S. Virgin Islands.

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)
Variable Frame Rate real time	110 ms	75 ms	185 ms
Variable Frame Rate non-real time	120ms	80 ms	200 ms
Priority Smart PVC	100ms	85 ms	185 ms

The Latency objectives for the Service are based on monthly average roundtrip transfer delays of Test Frames over a particular Customer PVC from Premises-to-Premises. In the case of 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 Frame Relay Network that may cause delay (including, without limitation, access serialization, access link congestion, network to network interface gateways and Customer premises equipment) are excluded from the measurement of Latency. The Latency objective for a particular PVC on the QCC Domestic Frame Relay Network is measured based on the Quality of Service for a particular PVC. No Latency objective is offered for frames on unspecified frame rate PVCs and Best Effort Smart PVCs.

Subject to the terms and the exclusions and restrictions described in this document, if, in any Calendar Month, QCC does not meet its Latency objective as specified in the schedule above for a particular PVC ("Affected PVC"), Customer will receive a credit from QCC for that month 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.

Monthly Average Latency for Variable Frame Rate real time and Variable Frame Rate non real time	Amount of credit (as a % 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%

## 5. Chronic

Subject to the terms, exclusions and restrictions described herein, if, during 3 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 Premises on the QCC Domestic Frame Relay Network and associated PVC terminated to such Premises, 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 Premises and/or PVC, as applicable, during the applicable period Customer may, upon 30 days' prior written notice to QCC, terminate that Affected Port and associated PVCs terminated to such Port, Impacted PVC or Affected PVC, as applicable, without incurring any early termination charges associated with that Port and/or PVC, as applicable, 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 Premises on the QCC Domestic Frame Relay Network and associated PVCs terminated to such Premises, 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 Premises and PVCs during the applicable period, Customer may, upon 30 days' prior written notice to QCC, terminate all of the Service provided to Customer by QCC on the QCC Domestic Frame Relay 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 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.

In order to be eligible for a credit under this Service Level Agreement, QCC must have receipt of notification from the Customer of the failure to meet an objective and QCC's issuance of a Trouble Ticket. 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 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 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 6 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, a latency of a frame or the failure of a frame to be properly transmitted for purposes of measuring the latency or delivery rate 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 its 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 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;
- (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 or selection of insufficient committed information rate);
- (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 frames 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 Frame Relay Network and the network of a third party carrier;
- (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.