

Qwest® Hosted IVR Platform Retail Service Level Agreement
Not applicable to service offered under the Qwest Wholesale and Enhanced Services Agreements

The Hosted IVR ("IVR") Platform is subject to the following service level agreement, which is effective as of the first day of the second month after initial installation of the Services. The following service level agreement will not apply (a) to Customer's use of any other services including, without limitation, the IVR Developer Network Portal, IVR Test Platform, dedicated Internet access, voice and support services, and (b) once ACD Connect initiates a Call Detail Report that contains a condition code of ZERO. This service level agreement is subject to the Qwest service agreement entered into by Qwest and Customer.

Platform Availability Goal

Qwest's goal is to maintain IVR Platform availability of 99.999%.

Components Included

"IVR Platform" refers to Qwest Hosted IVR servers and network control servers that receive calls from Customer's callers, process those calls and direct any outbound calls from the servers. The Shared Hosted Systems and any web application server ("WAS") hosted by IVR Custom Support Services (if applicable) will be deemed to be a part of the IVR Platform for purposes of determining Platform Downtime. "Shared Hosted Systems" refers to the Qwest owned WAS on which Qwest agrees to host Customer's custom interactive voice response application with other Qwest customers. For purposes of determining Platform Downtime, the IVR Platform will not include the circuits used to connect a caller to the IVR Platform, the circuits used to connect a call between the IVR Platform and the destination of an outbound call from the IVR Platform (e.g. Customer's call center), or the circuits connecting the IVR Platform to the Customer WAS or Customer-hosted WAS availability.

Platform Availability Measurement and Remedies

"Platform Downtime" is measured based on the total outage time incurred by Customer. Platform Downtime will exist when the IVR Platform is unable to process calls through a particular Customer application for one toll free number ("Affected Service") and Qwest records such failure in the Qwest trouble ticket system. Platform Downtime is measured from the time the trouble ticket is opened by Customer to the time the Affected Service is again able to process calls. Upon Customer's written request to Qwest made within five business days of the last day of the month in which the Platform Downtime occurred, Customer will be entitled to a service credit equal to the pro-rated Eligible MRCs or Minutes of Use Commitment, as applicable, for one day of Service for the Affected Service for each cumulative hour of Platform Downtime. "Eligible MRCs" refers to MRCs for IVR Virtual Ports, IVR Text to Speech Module, IVR Speech Module, IVR Peripheral Gateway Link for Intelligent Call Processing, IVR Monthly Subscription, ACD Connect, IVR Standard Platform Reports, IVR Custom Support Services for Hosted Systems and use of Shared Hosted Systems.

Service Credit Exceptions

Service credits will not be available to Customer in cases where the Services are unavailable as a result of: (a) the acts or omissions of Customer, its employees, contractors or agents or its members, end-users, customers or any other third parties who utilize or access the Services or the Qwest network via the Services; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Qwest, (c) circumstances or causes beyond the control of Qwest, including instances of a Force Majeure Event, (d) planned outages caused by scheduled service maintenance, alteration, or implementation or (e) the unavailability of required Customer personnel, including as a result of failure to provide Qwest with accurate, current contact information. Such credits will be granted only if Customer affords Qwest full and free access to Customer's premises and equipment to make necessary repairs, maintenance, testing, etc.

Maximum Credits and Termination Option

Under no circumstances will Qwest be required to credit Customer in any one calendar month for charges in excess of seven days of service. A credit will be applied only to the month in which the event giving rise to the credit occurred. Notwithstanding the foregoing, in the event that, in any single calendar month, either: (a) Customer would be eligible to receive credits for a particular Affected Service totaling fifteen or more days of service (but for the limitation set forth in this section) resulting from three or more events during such calendar month; (b) any single event entitling Customer to credits under the section entitled "Platform Availability Goal" above exists for a period of eight consecutive hours for a particular Affected Service; or (c) any number of events entitling Customer to credits under "Platform Availability Goal" above exists for an aggregate of 24 hours for a particular Affected Service, then, Customer may terminate the Affected Service for cause and without early termination charges by written notice to Qwest with a courtesy copy to the attention of the Qwest General Counsel within five business days following the end of such calendar month. Such termination will be effective 45 days after receipt of written notice by Qwest. The provisions of this service level agreement state Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service.

Maintenance Window Definition

Maintenance will be classified as one of the following two types:

Normal Maintenance

"Normal Maintenance" will refer to upgrades of hardware or software or upgrades to increase capacity. Currently, Normal Maintenance will be undertaken on weekdays (Monday through Friday) between the hours of 11:00 p.m. and 5:00 a.m., local time for the equipment. Normal Maintenance will rarely require the entire scheduled maintenance window time. Qwest will provide one day prior notice of Normal Maintenance. Notice will be deemed given when posted on the Unified Login Web site one day prior to Normal Maintenance. Normal Maintenance likely will not degrade the quality of the Service provided or cause an outage of the Service. Outages related to Normal Maintenance will not be deemed to be Platform Downtime. Qwest may change the maintenance window times upon posting to the Web site or other notice to Customer.

Urgent Maintenance

"Urgent Maintenance" will refer to efforts to correct IVR Platform conditions which are likely to cause a material Service outage and which require immediate correction. Urgent Maintenance, while being conducted, may degrade the quality of the Services provided, which may include an outage of the Services. An outage related to Urgent Maintenance will be deemed an outage for purposes of calculating Platform Downtime and IVR Platform availability. Qwest may undertake Urgent Maintenance at any time Qwest deems necessary. Qwest will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.