

**QWEST® INTERNATIONAL PRIVATE LINE
SERVICE LEVEL AGREEMENT**

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

Service is subject to the following Service Level Agreement (“SLA”), which provides Customer’s sole remedy for any service interruptions or deficiencies.

1. Availability. 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 Circuit for any calendar month falls below the percentage shown in the credit schedule included in this section. The credit schedule provides availability objectives and related remedies. Availability objectives and related remedies are not provided for local access circuits or tail circuits used in connection with the Service.

The Service will for purposes of this SLA be deemed to be unavailable to Customer only if the Service on a particular 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 to which Customer may be entitled under this section will be equal to the applicable percentage of Customer’s monthly recurring charges (“MRCs”) for the Affected Circuit after application of any credits or discounts (“Eligible Circuit Charges”). The credit will not include credits on any other MRCs charged to Customer for any other service.

Circuit Availability is calculated as follows:

$$(1 - [\text{total minutes of Outage on the Affected Circuit in a particular calendar month} / \{(\text{number of days in the applicable calendar month}) \times (24 \text{ hours}) \times (60 \text{ minutes})\}]) \times 100\%$$

For purposes of 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 Service.

Credit Schedule for Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Lower Level	
100.00%	99.95%	0%
99.94%	99.75%	5%
99.74%	99.00%	10%
98.99%	97.50%	15%
97.49%	0.00%	20%

2. Chronic Outages. Subject to the terms, exclusions and restrictions described herein, if, during 3 consecutive calendar months or any 6 calendar months in any 12 month period, the aggregate amount of credits received by Customer in accordance with this section for a particular Affected Circuit exceeds 18% of Customer’s total MRCs, after application of any discounts or credits, for that Affected Circuit during the applicable period, Customer may, 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 usage charges accrued to the date of termination.

Customer must exercise any termination right available to it under this section 6.2 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..

3. General Information And Terms For The SLA. To be eligible for Outage credits under this SLA, Customer must, in addition to complying with the other terms included in this SLA, submit necessary supporting documentation and request reimbursement or credits hereunder within 60 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 conditions set forth in the immediately preceding sentence, Customer will, with respect to that remedy, have waived its right to such remedy.

Credits for the performance objective included in this document for the Service for any calendar month must exceed \$25.00 to be processed.

Customer may receive Outage credits for a particular Service pursuant to the performance objectives included in this SLA for a maximum of four consecutive months or a maximum of six months in any 12 month period.

The objectives and related remedies set forth in this SLA will not apply to Qwest services other than International Private Line Service.

4. Restrictions and Exclusions for the SLA. 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 an International Private Line 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 premises 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 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 Qwest for the installation of a customer service order;
- (f)** Interruptions 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 resulting from unforeseeable events not within the control of Qwest;
- (h)** Interruptions resulting from Customer's use of the 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 or this SLA;
- (j)** Interruptions resulting from incorrect, incomplete or inaccurate orders from Customer;
- (k)** Interruptions due to improper, inaccurate or special network specifications requested by Customer that are not included in Qwest's standard specifications of the Service and/or Qwest's internal operational processes;
- (l)** Interruptions due to local in-country practices (e.g. hours of operation), any special national or international laws, customs, or regulations;
- (m)** Interruptions resulting from a failure of a carrier providing the local access circuits, or tail circuits; or
- (n)** Interruptions occurring after Qwest 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.