

**QWEST® METRO OPTICAL ETHERNET, A/K/A QMOE™
SERVICE LEVEL AGREEMENT ("SLA")
(not applicable to services offered under the Qwest Wholesale and Enhanced Services Agreements)**

Qwest Communications Corporation's ("Qwest") Metro Optical Ethernet service ("QMOE" or "Service") is a flexible, full-duplex transport service that consists of logical Ethernet Virtual Connections ("EVC") and a minimum of two physical ports between Customer locations over a shared, metropolitan network, utilizing native Ethernet protocol to transport Customer's Ethernet Frames on the Qwest domestic network facilities. QMOE is subject to capacity and availability. QMOE is offered as an EVC in two configurations: (a) point-to-point; or (b) multipoint. QMOE transmission speed depends on the Ethernet port selected and the Bandwidth Profile. Service terminates at the Qwest fiber distribution panel or digital switch cross-connect in the building's common telecommunications facility or meet-me-room. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

1. Definitions

- (a) "Bandwidth Profile" is the amount of bandwidth ordered over the QMOE Port.
- (b) "Calendar Month" refers to the period beginning at 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 the Service from Qwest pursuant to an agreement.
- (d) "QMOE Port" is an Ethernet port that is the physical entry point to the shared QMOE Network.

2. Network Availability Objective

Customer will, subject to the terms, exclusions, and restrictions described in this SLA, be entitled to receive a credit from Qwest if the availability ("Network Availability") of a particular QMOE Port 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 QMOE Port ("Affected Port") is subject to an interruption (other than as noted herein) that results in the total disruption of the Service ("Outage").

The credit ("Outage Credit") to which Customer may be entitled under this section will be equal to the applicable credit percentage, identified in the table below, of Customer's monthly recurring charges ("MRCs") for the associated Bandwidth Profile(s) on the Affected Port after application of any credits or discounts ("Eligible Service Charges"). The Outage Credit will not include credits on any other MRCs charged to Customer for any other service.

Network Availability Percentage is calculated as follows:

$$\left[\frac{(\text{Applicable Days in Calendar Month} \times 24 \times 60) - (\text{Minutes of Outage on Affected Port in Calendar Month})}{(\text{Applicable Days in Calendar Month} \times 24 \times 60)} \right] \times 100$$

For purposes of measuring Customer's Network 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 Affected Port as evidenced by the appropriate network tests conducted by Qwest.

Credit Schedule for MOE Ports		
Network Availability		Amount of Credit (as a % of the Eligible Service Charges for the Affected Port)
Upper Level	Lower Level	
100.00%	99.9%	0%
< 99.9%	99.5%	5%
< 99.5%	99.0%	10%
< 99.0%	95.0%	25%
< 95.0%	0%	50%

Subject to the terms, exclusions and restrictions described herein, in the event Customer experiences chronic Outages with respect to any QMOE Port, Customer will be entitled to terminate the Affected Port. A QMOE Port suffers from chronic Outages if such QMOE Port, measured over any Calendar Month, experiences more than five Outages, or more than 48 aggregate hours of Outages. Customer may as its sole and exclusive remedy for chronic Outages, upon 30 calendar days prior written notice to Qwest, terminate the Affected Port without incurring any early termination charges associated with that Affected Port except for all usage charges accrued to the date of termination. Customer must exercise any termination right available to it under this section 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 termination right.

4. Terms and Conditions

Qwest is offering the Service in accordance with the Qwest Rate and Services Schedule or Tariff and the applicable Qwest agreement. In the event of a conflict between the terms of this document and the Rate and Services Schedule or applicable Qwest agreement, the terms of this document will control.

To be eligible for an Outage 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 their obligations, other than those invoices that are recognized as being in dispute; and (b) submit necessary supporting documentation and request reimbursement or credits hereunder within 30 calendar 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, with respect to that remedy, have waived its right to such remedy.

Qwest will determine the Outage Credits provided to Customer by totaling the eligible Outage minutes throughout the Calendar Month on an Affected Port, subject to the restrictions and exclusions herein. Outage Credits for any Calendar Month must exceed \$25.00 to be processed. In no case will Qwest provide credit to Customer for an Affected Port that exceeds the monthly recurring charge or the stated applicable maximum credit percentage. Customer may receive Outage Credits for a particular Affected Port for a maximum of four months in any 12 month period.

Qwest will give notice to Customer of any scheduled maintenance as early as is practicable and a scheduled outage will under no circumstances be viewed as an Outage hereunder.

The remedies included in this SLA are Customer's sole and exclusive remedies for disruption 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.

The objectives and related remedies set forth in this document will not apply to Qwest services other than the QMOE.

5. Restrictions and Exclusions

An Outage will not be deemed to have occurred if the Service is unavailable or impaired due to any of the following:

- (a) Interruptions on a QMOE Port that is not an Accepted Port where an "Accepted Port" 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 the Qwest 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 network for testing and/or repair and continues to use it on an impaired basis;
- (g) Interruptions resulting from force majeure events as defined in Customer's agreement for Service;
- (h) Interruptions resulting from Customer's use of 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 pursuant to which Qwest is providing the service to Customer;
- (j) Interruptions resulting from incorrect, incomplete, or inaccurate orders from Customer;
- (k) Interruptions due to improper or inaccurate network specifications provided by Customer;
- (l) Interruptions resulting from a failure of a carrier other than Qwest providing local access service; or
- (m) Special configurations of the standard Service that have been mutually agreed to by Qwest and Customer; provided, however, Qwest may provide a separate service level agreement to Customer for those special configurations.