

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

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

Qwest Communications Corporation's ("Qwest") Metro Private Line Service ("Service") is a circuit provided either solely on the Qwest owned and operated domestic fiber optic network ("On-Net Circuit") or on a combination of Qwest owned and operated facilities and facilities ordered and leased from a third party provider, facilitated and managed by Qwest on Customer's behalf ("Off-Net Circuit"). Service is available in DS-1, DS-3, OC-3, OC-12, and OC-48 circuit types. Service terminates at the Service Address's common telecommunications facility or meet-me point.

**1. Definitions**

"Calendar Month" refers to the period beginning at 12:00 midnight on the first day of a month and ending at 11:59 PM on the last day of that month.

"Customer" is a customer that orders the Service from Qwest pursuant to an agreement.

"Qwest Domestic Network" is the network located within those areas in the 48 contiguous United States of America and District of Columbia where Qwest is legally permitted to provide the Service to Customer and is comprised only of Qwest facilities.

"Service Address" is the building where Customer receives the Metro Private Line Service. Only a building that is classified by Qwest as a business address can be a Service Address.

**2. Availability Objective**

Qwest offers the following Service Level Agreement ("SLA") for Service with a minimum one year Service term. The SLA is effective as of the first day of the second month after initial installation and Customer acceptance of Service.

Customer shall, subject to the terms, exclusions and restrictions described herein, be entitled to receive from Qwest a credit if the availability ("Circuit Availability") of a particular circuit for any Calendar Month falls below the percentage shown in the applicable credit schedule included in this section. Qwest guarantees the Circuit Availability only to the point to which Qwest can perform remote loop back testing, even if the demarcation point extends past such point. The Service shall, for purposes of this document, be deemed to be unavailable to Customer only if the 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 ("Outage Credit") to which Customer may be entitled under this section shall be equal to the applicable credit percentage, identified in the table below, of Customer's monthly recurring charges ("MRCs") for the Affected Circuit after application of any credits or discounts ("Eligible Circuit Charges"). The Outage Credit shall not include credits on any other MRCs charged to Customer for any other service.

Circuit Availability Percentage is calculated as follows:

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

For purposes of measuring Customer's Circuit Availability, the Qwest Trouble Management System determines the number of minutes of an Outage. An Outage shall 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 shall conclude upon the restoration of the Affected Circuit as evidenced by the appropriate network tests conducted by Qwest.

Credit Schedule for On-Net Circuits		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Lower Level	
100.00%	99.999%	0%
99.998%	99.99%	5%
99.98%	99.9%	10%
99.89%	99.5%	25%
99.49%	0%	50%

Credit Schedule for Off-Net Circuits		
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%	99.7%	10%
99.69%	99.44%	25%
99.43%	98.5%	40%
98.49%	0%	50%

Subject to the terms, exclusions and restrictions described herein, in the event Customer experiences chronic Outages with respect to any circuit, Customer shall be entitled to terminate the Affected Circuit. A circuit suffers from chronic Outages if such circuit, measured over any Calendar Month, experiences more than 5 Outages, or more than 48 aggregate hours of Outages. Customer may as its sole and exclusive remedy for chronic Outages, 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 all 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 termination right. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer shall, with respect to the termination right, have waived its right to such termination right.

### 3. 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 shall control.

To be eligible for an Outage Credit under this SLA, Customer must, in addition to complying with the other terms included herein, (i) be in good standing with Qwest and current in their obligations, other than those invoices that are recognized as being in dispute, and (ii) submit necessary supporting documentation and request reimbursement or credits hereunder within 30 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 shall, 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 Circuit, subject to the restrictions and exclusions herein. Outage Credits for any Calendar Month must exceed \$25.00 to be processed. In no case shall Qwest provide credit to Customer for an Affected Circuit that exceeds the monthly recurring charge or the stated applicable maximum credit percentage. Customer may receive Outage Credits for a particular Affected Circuit for a maximum of 4 months in any 12 month period.

Qwest shall give notice to Customer of any scheduled maintenance as early as is practicable and a scheduled outage shall 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 shall 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 shall not apply to Qwest services other than the Metro Private Line Service.

### 4. Restrictions and Exclusions

An Outage shall 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 a circuit that is not an "Accepted Circuit" where an Accepted Circuit is one that has been accepted or deemed accepted following provisioning of an 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 premise 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 circuit for testing and/or repair and continues to use it on an impaired basis;

- (g) Interruptions resulting from force majeure events beyond the reasonable control of Qwest including, but not limited to, acts of God, government regulation, labor strikes, national emergency or war (declared or undeclared);
- (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 circuits except when Qwest has ordered Off-Net Circuits on Customer's behalf; 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.