

QWEST COMMUNICATIONS COMPANY, LLC (“QWEST”)
Qwest iQ® SIP Trunk
RETAIL SERVICE LEVEL AGREEMENT
(not applicable to services offered under Qwest Wholesale and Enhanced Services Agreements)

This SLA applies to Qwest iQ® SIP Trunk Service, and is effective as of the first day of the second month after initial installation of Service. This SLA does not apply to Approved Connectivity, which is purchased separately by Customer. The Qwest iQ® Networking SLA applies to such Approved Connectivity, and is available for review at <http://www.qwest.com/legal>. Service is subject to availability; additional terms and conditions apply.

VOICE AVAILABILITY:

Voice Availability is based on “Voice Platform Downtime,” which exists when a particular Qwest iQ SIP Trunk Flat Rate Session is unable to transmit inbound and/or outbound voice calls. Such failure is recorded in the Qwest IP Network trouble ticket system. Voice Platform Downtime is measured from the time a master trouble ticket is opened in the Qwest trouble management system to the time the Affected Service is able to transmit inbound and outbound voice calls. In order to qualify for credits, the outage must be deemed a “Major Service Outage,” which is defined as a service outage network condition causing major service disruption to the customer base relative to a network segment for which a master trouble ticket is opened, and which impacts more than one customer. This Voice Availability SLA does not apply to call quality. Subject to the foregoing limitations, each time Voice Availability is less than Qwest’s 100% availability goal, Customer qualifies for a percentage credit as shown in the table below, prorated from the Session and TN MRC of the Affected Service, up to the maximums indicated in the Remedies section

Goal	Voice Platform Downtime	Amount of Monthly Bill Credit
100%	10 to 30 minutes	1 day’s credit
	31 to 60 minutes	2 days’ credit
	61 to 120 minutes	4 days’ credit
	121 to 240 minutes	6 days’ credit
	Over 241 minutes	10 days’ credit

NETWORK AVAILABILITY

Network Availability is based on “Network Downtime,” which exists when an individual customer’s Qwest iQ SIP Trunk Flat Rate Sessions are unable to transmit inbound and/or outbound voice calls as a result of a Qwest network event. Such failure is recorded in the Qwest VoIP Network trouble ticket system. Network Downtime is measured from the time the trouble ticket is opened in the Qwest trouble management system to the time the affected Qwest iQ SIP Trunk Flat Rate Sessions service is again able to transmit inbound and/or outbound calls. This SLA does not cover anything on the Customer’s side of the external demarcation point (e.g. Customer’s data network, CPE (including CPE purchased, leased or rented from Qwest), extended wiring, and inside wiring) or other equipment at the Customer address.

Goal	Remedy
100%	Each cumulative hour of Network Availability less than 100% qualifies Customer for one day’s charges pro-rated from the Session and TN MRCs of the Affected Service.

Remedies. To be eligible for service credits under this SLA, Customer must be in good standing with Qwest and current in its obligations. To receive service credits, Customer must contact either their Qwest account representative or Qwest Billing Inquiries at 1-800-860-1020 to request the credit and open a trouble ticket. Such requests must be made within thirty (30) calendar days from the date when the relevant SLA goal was not met. A credit will be applied only to the month in which the event giving rise to the credit occurred. “Affected Service” refers to the particular Qwest iQ SIP Trunk Flat Rate Session that fails to meet the Voice Availability or Network Availability goal. The total in the aggregate of all credits issued in one month will not exceed the equivalent of 100% of the relevant MRCs for the Affected Service. The maximum credits given for a specific outage will not exceed ten (10) days’ credit.

Service Credit Exceptions. Service credits will not be issued where the SLA is not met as a result of: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Qwest; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide Qwest with accurate, current contact information; (f) Customer’s failure to use Approved Connectivity, and Customer’s failure to provide Qwest with remote and/or on-site access to CPE upon request, including router logon IDs and passwords; (g) Customer’s failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) Qwest’s termination of Service for Cause or Customer’s use of Service in an unauthorized or unlawful manner; or (i) improper or inaccurate network specifications provided by Customer.

Maintenance.

Normal Maintenance. “Normal Maintenance” refers to upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible outages. Such effects related to Normal Maintenance will not give rise to service credits under this SLA. Normal Maintenance will be undertaken only between the hours of 11:00 PM and 6:00 AM Local Time. For purposes of this SLA, “Local Time” means the local time in the time zone in which an Affected Service is located.

Urgent Maintenance. “Urgent Maintenance” refers to efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Service, including possible outages. Such effects related to Urgent Maintenance will entitle Customer to service credits as set forth in this SLA. Qwest may undertake Urgent Maintenance at any time deemed necessary and will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

Customer Termination Rights. Customer may terminate the Affected Services without incurring a Cancellation Charge in the event Customer becomes entitled to terminate the Approved Connectivity over which Service is provided due to Qwest’s failure to meet the Qwest iQ Networking® SLA. Such termination must be conducted by written notice to the Call Management Center, with a courtesy copy to the attention of Qwest’s General Counsel, and within five business days following the end of the relevant calendar month. Such termination will be effective 45 days after receipt of written notice by Qwest.

The provisions of this SLA state Customer’s sole and exclusive remedies for Service interruptions or Service deficiencies of any kind whatsoever.