

**QWEST COMMUNICATIONS COMPANY, LLC**  
**DOMESTIC IP OUTBOUND LONG DISTANCE AND DOMESTIC IP INBOUND TOLL FREE SERVICES**  
**RETAIL SERVICE LEVEL AGREEMENT**  
(not applicable to services offered under the Qwest Wholesale and Enhanced Services Agreements)

This SLA applies to Service ordered by Qwest's customer ("Customer") pursuant to a signed agreement ("Agreement") with Qwest Communications Company, LLC ("Qwest"). Capitalized terms not defined in this SLA are defined in the Agreement. This SLA does not provide performance objectives and related remedies for Internet access provided by Qwest or any other Internet service provider.

**1. Definitions.** The following definitions will control for purposes of this SLA:

- (a) "Calendar Month" means 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.
- (b) "Impacted Service" means a particular IPLD trunk group, IPTF trunk group, or IPTF number for which the Service is unavailable; but a particular trunk group, or IPTF number will not be deemed an Impacted Service if the Service is unavailable to such trunk group or IPTF number due to any event deemed an "Exclusion" (as listed out in Section 6 of this SLA) or due to a network-busy condition.
- (c) "Network Non-Availability" means an interruption (other than as noted in the Exclusions section of this SLA or a network-busy condition) that completely disallows Qwest from originating or terminating calls to that location
- (d) "Qwest On-Net Network" will refer to physical media, including switches, session border controllers, VoIP gateways, circuits, and/or ports that are owned and operated by: (i) Qwest; or (ii) a wholly or partially owned subsidiary of Qwest. Qwest On-Net Network will not include any access facilities, local access circuits, or tail circuits provided by any carrier or local access provider.
- (e) "Qwest Voice Network" will refer to the Voice network located within those areas in the United States Mainland where Qwest is legally permitted to provide the Service to Customer and is comprised only of the Qwest On-Net Network. The Qwest Voice Network will not include any access facilities to that network, local access circuits, or tail circuits provided by any carrier or local access provider or any Customer premises equipment.
- (f) "Service" means Domestic IP Outbound Long Distance ("IPLD") and Domestic IP Inbound Toll Free ("IPTF") Services
- (g) "Service Disruption" is defined as a degradation in the performance of an IPTF trunk group provided by Qwest to Customer ("Affected IPTF Trunk Group") which completely disallows Qwest from terminating calls to such Affected IPTF Trunk Group.
- (h) "Service Restoration" means as the Service's capability to be working within applicable industry standards.
- (i) "United States Mainland" will refer to the District of Columbia and the 48 contiguous United States of America.
- (j) "SMS" means National Service Management System.
- (k) "VoIP" means Voice over Internet Protocol.

**2. Qwest IPTF and IPLD Network Availability SLA.**

If the Qwest Voice Network supporting the Service to be provided to Customer by Qwest in accordance with the Agreement is subject to Network Non-Availability, Qwest will compensate Customer with in accordance with the network availability provisions set forth in this section. Only failures on the Qwest Voice Network will be eligible for credits set forth in this section. Failures outside of the Qwest Voice Network will not be deemed a period of network Non-Availability.

For Service provided to Customer, Qwest's objective is for Service, on average, to be available on the Qwest Voice Network for Customer's use 99.95% of each Calendar Month ("Average Monthly Network Availability"). For purposes of this SLA, Average Monthly Network Availability will be determined in accordance with the following calculation:

Average Monthly Network Availability =

$(1 - [\text{Total minutes of Network Non-Availability per "Impacted Service" (as later defined in this SLA) per Calendar Month} / \{(\text{number of days in the Calendar Month}) \times (24 \text{ hours}) \times (60 \text{ minutes})\}]) \times 100\%$

If, for a particular Calendar Month, the Average Monthly Network Availability falls below 99.95% for a particular Impacted Service, Customer will receive a credit ("Performance Credit") for that month in accordance with the following schedule ("Performance Credit Schedule"). The amount of the Performance Credit will be equal to the designated percentage (as set forth in the Performance Credit Schedule) multiplied by Customer's United States Mainland voice charges for usage of the Impacted Service for that Calendar Month, (after such usage has been reduced by: (i) all applicable taxes and tax-related surcharges; and (ii) all applicable discounts and credits) ("Eligible Voice Charges").

For purposes of this SLA, the Service will be considered available to Customer until the time of: (i) Qwest's receipt from Customer of notice of the unavailability of the Service and the prompt issuance of a Qwest trouble ticket; or (ii) Qwest's detection of an outage and prompt issuance of a trouble ticket ("Service Non-Availability Notice"). A period of Network Non-Availability will commence upon the Service Non-Availability Notice and conclude upon the time of Service Restoration.

Performance Credit Schedule	
Average Monthly Network Availability	Amount of Performance Credit (as a percentage of Customer's Eligible Voice Charges of a particular Impacted Service)
100.00% to 99.95%	0%
99.949% to 99.800%	5%
99.799% to 99.600%	10%
99.599% to 99.500%	15%
99.499% to 98.00%	20%
Below 98.00%	25%

### 3. Re-route of IPTF.

"Confirmation Process" in this section means: (i) Customer's telephonic notification to a Qwest Customer Service representative of a Service Disruption and the furnishing by Customer of certain information (including Customer's name and address, Customer's Qwest account number and the affected IPTF number, IPTF trunk group name, VoIP circuit ID, the ANI, and/or dedicated circuit identification of the Alternate Termination Location subscribed to by Customer and the approximate time the Service Disruption began); and (ii) acknowledgment from that Qwest Customer Service representative that traffic to the Affected IPTF Trunk Group will, in accordance with the terms of the SLA in this section, be rerouted within 15 minutes of the conclusion of Customer's telephone call to Qwest.

If an IPTF number routing to an out of service IPTF trunk group provided by Qwest to Customer is subject to a Service Disruption, Qwest will, within 15 minutes of the exact time of completion of the Confirmation Process, reroute traffic from the Affected IPTF Trunk Group to: (a) a PSTN local number: (i) terminating in the United States Mainland; and (ii) which is provided by Qwest to Customer ("Alternate Termination Location"), (b) any working Qwest provided IP Trunk Group, or (c) a Qwest Dedicated trunk group. If Qwest fails to reroute that traffic within 15 minutes after completion of the Confirmation Process ("IPTF number Outage"), Qwest will credit to Customer's account an amount equivalent to the lesser of: (i) 100% of the usage for the affected IPTF number for the entire Calendar Month in which the IPTF number Outage occurred; or (ii) 110% of the usage for the affected IPTF number in the Calendar Month prior to the Calendar Month in which the IPTF trunk group Outage occurs. Such credits will be calculated after application of discounts and credits. A maximum of five affected IPTF numbers per Customer, per occurrence will be covered under the SLA in this section.

The credit will be applied within 60 days of the Service Disruption. The credit will be calculated based on all calls to the affected IPTF number and applied to Customer's interstate usage.

Calls will be rerouted within 15 minutes upon completion of the Confirmation Process. This does not mean that Service will be restored to the main location in that timeframe.

To be eligible for a credit or the re-route of Service, Customer must designate and provide to Qwest an Alternate Termination Location with enough capacity to adequately handle or terminate the rerouted traffic. Other than as set forth in this SLA, Qwest will not be responsible or liable for uncompleted calls due to problems with the Alternate Termination Location or insufficient capacity or number of lines at the Alternate Termination Location designated by Customer. Customer understands that Qwest will bill for the redirected calls in accordance with the terms set forth in the applicable tariff or Agreement and the service termination method of the re-routed calls.

### 4. Chronic.

Subject to the terms, exclusions, and restrictions described in this SLA, if during three consecutive Calendar Months or any six Calendar Months in any 12 month period, the aggregate amount of credits received by Customer in accordance with this SLA for a particular Impacted Service exceeds 25% of Customer's total monthly usage charges associated with such Service after application of any discounts or credits for that Impacted Service, Customer may, upon 30 days' prior written notice to Qwest, terminate or cancel the Impacted Service without incurring any early termination/cancellation charges associated with the Impacted Service except for usage charges accrued to the date of termination or cancellation.

Subject to the terms, exclusions, and restrictions described in this SLA, if during any two Calendar Months in any 12 month period, the aggregate amount of credits received by Customer in accordance with this SLA for all Impacted Service exceeds 15% of Customer's total monthly charges after application of any discounts or credits for all of Customer's Service during such month, Customer may, upon 30 days' prior written notice to Qwest, terminate all of Customer's Service in the United States Mainland without incurring any early termination charges associated with the Service, except for 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 applicable termination right; if Customer fails to do so within that 30-day period, Customer will have waived that termination right.

If Customer is unable to meet the monthly or annual commitment, if any, for all services being provided by Qwest to Customer under the Agreement, and that failure is a direct result of the termination of Impacted Service or the Service under this SLA, Customer and Qwest will negotiate in good faith to reach an alternative monthly or annual commitment that will account for the reduction in revenue resulting from Customer's exercise of termination rights under this SLA in determining whether the monthly or annual commitment is satisfied.

## 5. General Terms and Conditions.

Service is regulated as explained in Customer's Agreement with Qwest. If the terms of this SLA are inconsistent with a state tariff, the tariff will apply.

To be eligible for 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 under this SLA within 60 days of the conclusion of the service month in which the requisite unavailability or service degradation occurs; if Customer fails to do so within that 60-day period, Customer will have waived its right to that remedy.

Cumulative credits for all performance objectives included in this SLA for the Service for any Calendar Month must exceed \$25.00 to be processed.

The remedies included in this SLA are Customer's sole and exclusive remedies for disruption or degradation of the Service and will apply in lieu of any other service interruption SLA or credit, outage SLA or credit, or performance credit for which Customer might have otherwise been eligible.

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

## 6. Exclusions and Restrictions.

The SLAs set forth in Sections 2 and 3 of this SLA will not apply if the Service is unavailable or impaired due to any of the following (which will be referred to collectively as "Exclusions"):

- (a) Interruptions or times of Service degradation of the Service that has been provisioned but not accepted by Customer or Service for which orders have been processed within the last 10 business days;
- (b) Interruptions or times of service degradation caused by the negligence, error, or omission of Customer or others authorized by Customer to use or modify Customer's service;
- (c) Interruptions or times of Service degradation due to failure of power at Customer premises or failure or poor performance of Customer premises equipment;
- (d) Interruptions or times of Service degradation caused by Customer's Internet access, regardless whether such access is provided by Qwest or any other Internet service provider;
- (e) Interruptions or times of Service degradation 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 or times of Service degradation 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 or times of Service degradation 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) or a power surge outside of Qwest's network;
- (h) Interruptions or times of Service degradation resulting from Customer's use of the Service in an unauthorized or unlawful manner;
- (i) Interruptions resulting from the failures of third party provided databases, including, without limitation, SMS on such databases used for local number portability;
- (j) IPTF failures where Qwest does not act as "Responsible Organization" (as later defined in this SLA). Customer does not select Qwest as the Responsible Organization for all IPTF numbers ordered by Customer pursuant to the Agreement. As used in this SLA, "Responsible Organization" means the entity appointed by Customer to act as its agent with respect to the ordering and obtaining of IPTF numbers on Customer's behalf from the toll free SMS and managing and administering the records contained in SMS that pertain to such IPTF numbers;
- (k) A Service disruption due to network busy conditions pursuant to which Qwest is providing the Service to Customer;
- (l) Interruptions or times of Service degradation resulting from a Qwest disconnect for Customer's breach of a term set forth in the Agreement;
- (m) Interruptions or times of Service degradation resulting from incorrect, incomplete, or inaccurate orders from Customer;
- (n) A service disruption is caused by the failure of the SMS 800 database and/or system;
- (o) Customer is utilizing Qwest's Toll-Free Verified and Non-verified PAC, GeoRouting, or Menu Routing features; or
- (p) Customer is utilizing terminations to IPTF numbers managed by another carrier when invoking SIP refer Dedicated Termination Overflow and Busy Ring No Answer features.