

**QWEST iQ® NETWORKING  
RETAIL SERVICE LEVEL AGREEMENT**

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

This Qwest Communications Company, LLC ("Qwest") Service Level Agreement ("SLA") is effective as of the first day of the second month after initial installation of Services. "Service" includes the applicable components of Qwest iQ Networking Service, Dedicated Hosting Collocation Service, and Qwest iQ™ DDoS Mitigation Service. The provisions of this SLA state Customer's sole and exclusive remedies for Service interruptions or Service deficiencies of any kind whatsoever. Service is subject to availability; additional terms and conditions apply.

**1. Network and Port Components.**

**1.1 Components.** The SLA includes: (a) all network components of the Qwest IP network; (b) all network components of the Qwest ATM and Frame Relay networks as incorporated into the Service; and (c) Qwest Provided Access for the domestic Network Availability and Installation goals only. The Qwest IP, ATM, and Frame Relay networks include routers, switches, fiber and any other facilities that are owned by Qwest or other providers specifically designated by Qwest for international IP service ("International Service Providers"). As defined in this SLA, a "POP" means a Qwest point of presence location, as determined by Qwest, that represents the provider edge of the Qwest IP, ATM or Frame Relay network or an International Service Provider POP. "Qwest Provided Access" means local backbone access circuits in the continental U.S. (a) ordered and leased by Qwest from another carrier on Customer's behalf; or (b) provided solely on Qwest owned and operated facilities. This includes Special Access, Ethernet Local Access, Frame Partner Access, and ATM Partner Access technologies, as defined in the Local Access Service Exhibit.

**1.2 Regions.** A list of international regions (including Customer Service Center support information) and corresponding Tiers is appended to this SLA as Attachment 1, located at <http://www.qwest.com/legal>.

Domestic Regions	SLA Components:
Intra U.S.	The continental U.S. Qwest IP network and Hawaii. (Service to Hawaii is provided via the continental U.S. Qwest IP Network)
Intra U.S. Off Net	The IP networks of other Internet backbone providers (peers) with which Qwest exchanges IP traffic.

**2. Goals.**

**2.1 Domestic Network and Port-Related Goals.** The following domestic service level goals ("Goals") apply to Internet Ports, Private Ports, and Enhanced Ports (collectively, "Qwest iQ Networking Ports") purchased from Qwest pursuant to an agreement. If a Bandwidth Tier applies, Goals for Qwest iQ Networking Ports only apply to the portion of traffic that is within the contracted Bandwidth Tier and will not apply to the Qwest iQ Networking Port bandwidth usage that exceeds the Bandwidth Tier. The Goals associated with Latency, Packet Delivery, Jitter, and Black Hole Filtering are measured using monthly averages from the Qwest IP network and apply in the listed regions after the ports have been accepted for use. Individual circuit outages of MLPPP (NxDS1) bundles are not subject to the Network Availability or Reporting Goals. International Goals for Availability, Latency, Packet Delivery, and Jitter are appended to this SLA in Attachment 1.

**(a) Network Availability.** The availability of the Service ("Network Availability") is measured by "Network Downtime," which exists when a particular Qwest iQ Networking Port of Customer is unable to transmit and receive data. Network Downtime is measured from the time a trouble ticket is opened by Qwest in the Qwest trouble management system to the time the affected Qwest iQ Networking Port is again able to transmit and receive data. Network Availability for ports with Frame Partner Access or ATM Partner Access is only applicable if Customer provides ready access to associated routers for monitoring purposes.

Region	Goal	Network Downtime = Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	100%	Each cumulative hour of Network Downtime qualifies Customer for a credit of one day's charges prorated from the MRC.

**(b) Latency.** The average network transit delay ("Latency") will be measured via roundtrip pings on an ongoing basis every five minutes to determine a consistent average monthly performance level for Latency at all the POPs within the region. This Goal does not apply if the Internet Port is used in conjunction with DDoS Mitigation Service. Latency is calculated as follows:

$$\frac{\sum (\text{Roundtrip Delay for POP-POP trunks})}{\text{Total Number of POP-POP trunks}} = \text{Latency}$$

Region	Goal	Latency = Remedy (Credit is applied as a % of the MRC for the Affected Service)*		
<b>North America</b>				
Intra U.S.	42 ms	43 – 60 ms = 10%	61 – 80 ms = 25%	Greater than 80 ms = 50%
Intra U.S.- Off Net	95 ms	96 – 105 ms = 10 %	106 – 115 ms = 25%	Greater than 115 ms = 50%

**(c) Packet Delivery.** Packet Delivery will be measured on an ongoing basis every five minutes to determine a consistent average monthly performance level for packets actually delivered between the POPs.

Region	Goal	Actual Packet Delivery = Remedy (Credit is applied as a % of the MRC for the Affected Service)*		
Intra U.S.	99.90%	99.01 % - 99.89% = 10%	90% - 99% = 25%	Less than 90% = 50%

**(d) Jitter.** Jitter is a measurement of the interpacket delay variance and packet loss in the Qwest IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic. This Goal does not apply if the Internet Port is used in conjunction with DDoS Mitigation Service.

Region	Goal	Jitter = Remedy (Credit is applied as a % of the MRC for the Affected Service)*		
Intra U.S.	2 ms	2.1 – 3 ms = 10%	3.1 – 4 ms = 25%	Greater than 4 ms = 50%

\*subject to requirements and limitations in Section 4

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**(e) Reporting.** The Reporting Goal is measured from the time a Network Downtime trouble ticket is opened to the time Qwest reports the Network Downtime to Customer by the agreed upon notification method. This Goal does not apply to Ports that use Ethernet Local Access.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	10 minutes	Each failure to meet the Goal qualifies Customer for a credit of one day's charges pro-rated from the MRC, at a maximum of one such credit accrued per day.

**(f) Installation.** The Installation Goal measures the installation times for Qwest Provided Access ordered in conjunction with Qwest iQ Networking Ports only. The Installation Goal only applies if there are existing Qwest facilities in the location that supports the Affected Service. Installation is measured from the date Qwest Engineering accepts the Qwest Provided Access order. If Customer has a designated Key Port, the applicable Installation Goal shown below will apply to that Key Port, and the installation of related non-Key Ports will occur the later of: (i) within 10 business days after that Key Port's Start of Service Date; or (ii) within the normal Installation Goal for that Port, as measured from the date Qwest Engineering accepts the order. If no Key Port is designated, Qwest will follow normal installation intervals without special sequencing.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	DS-1 22 business days	Each failure to meet the Goal qualifies Customer for a credit of one day's charges pro-rated from the MRC for each day beyond the applicable Goal until the Qwest Provided Access is installed, for a maximum of 15 days' charges.
	DS-3 OC-3 OC-12 33 business days	

**(g) Black Hole Filtering.** Once a suspected Distributed Denial of Service ("D/DoS") attack is determined to be valid, the Black Hole Filtering Goal is measured from the time Qwest receives permission and all necessary information from Customer to implement a null-route and the actual placement of a null-route on the affected destination IP address. The Black Hole Filtering Goal is only applicable to Internet Ports and the Internet Port portion of Enhanced Ports.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	15 minutes	Failure to implement a null routing within the Goal qualifies Customer for one day's charges pro-rated from the MRC of the Port of the Affected Service, up to a maximum of one such credit accrued per day.

**2.2 DDoS Mitigation.** The following SLA Goals apply only to Qwest iQ™ DDoS Mitigation Service. The DDoS Mitigation SLA is limited to the Intra-U.S. region and does not apply if: (i) the bandwidth of the corresponding Internet Port does not match the bandwidth of Customer's DDoS Mitigation Service that Customer purchased; or (ii) the Affected Service is not routed through a Qwest iQ Networking Internet Port. DDoS Mitigation SLA times are based on information in the Qwest trouble ticketing system. The maximum total service credit for DDoS Mitigation Service in a given month will not exceed 100% of the DDoS Mitigation Service MRC.

**(a) Time to Notify.** The Time to Notify Goal is measured from the time an Incident is detected by a system-generated alarm ("Initial DDoS Alarm") to when Qwest attempts to verbally notify Customer of the Incident. The Time to Notify Goal does not apply to Reactive DDoS Mitigation Service.

**(b) Time to Mitigate.** The Time to Mitigate Goal is measured from: (i) the time Qwest receives verbal permission from Customer to initiate Mitigation and all the necessary information from Customer to initiate Mitigation ("Customer Approval"); and (ii) the actual initiation of Mitigation.

Description	Goal	Remedy (Credit is applied as a % of the MRC for the Service)*	
Time to Notify (Proactive DDoS Mitigation Service only)	15 minutes from Initial DDoS Alarm	16 – 30 minutes = 50%	More than 30 minutes = 100%
Time to Mitigate	30 minutes from Customer Approval	31 – 60 minutes = 50%	More than 60 minutes = 100%

### 3. Maintenance.

**3.1 Network Normal Maintenance.** "Normal Maintenance" means upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible outages. "Local Time" means the local time in the time zone in which an Affected Service is located. Qwest may change the maintenance window times upon posting to the website or other notice to Customer. Qwest will undertake Normal Maintenance during the hours and upon the prior notice time period stated below. International Maintenance hours are located in Attachment 1 to this SLA.

Region	Normal Maintenance Hours	Prior Notice
Intra U.S.	Sunday, Tuesday, and Thursday mornings between the hours of 12:00 AM and 6:00 AM Local Time	10 business days

**3.2 Network Urgent Maintenance.** "Urgent Maintenance" means 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 Services, 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.

### 4. General.

**4.1 Remedies.** To be eligible for service credits, Customer must be in good standing with Qwest and current in its obligations. To receive service credits, Customer must contact the Customer Service Center at 1-800-860-1020 and submit the relevant trouble ticket information within 30 calendar days from the date when the relevant SLA Goal was not met. Qwest will determine the credits provided to Customer by applying the applicable remedies set forth in this SLA. A credit will be applied only to the month in which the event giving rise to the credit occurred. The credits will apply to the MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other services, including but not limited to Qwest Provided Access. The maximum service credits for Qwest iQ Networking Service or Dedicated Hosting Collocation Service issued in any one calendar month will not exceed: (a) for Goals related to Network Availability, Reporting, Installation, and Black Hole Filtering, seven days' charges pro-rated from the MRC of the Affected Service; or (b) for Goals not listed in (a), 50% of the MRCs of the Affected Service less any credits calculated under (a). In no event will the total credit, in the aggregate for all credits issued in one month for Qwest iQ Networking Service or Dedicated Hosting Collocation Service exceed the equivalent of 50% of the relevant MRCs for the Affected Service. "Affected Service" means the particular Qwest iQ Networking Port that fails to meet the applicable Goal. Cumulative credits in any one month must exceed \$25.00 to be processed. If Customer fails to notify Qwest in the manner set forth above with respect to the applicable SLA credits, Customer will have waived its right to such SLA credits for that month.

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**4.2 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 or its International Service Providers; (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) Qwest's lack of access to the Customer premises where reasonably required to restore the Service; (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.

**4.3 Customer Termination Rights.** Customer may terminate the Affected Service in the Intra U.S. without early termination charges if, in any single calendar month: (a) Network Downtime exists for at least 24 hours in the aggregate; or (b) any single event entitling Customer to credits under Network Availability exists for a period of at least eight consecutive hours. Customer may only terminate the Affected Service by providing written notice to the Customer Service Center within five business days following the end of the relevant calendar month and a courtesy copy to the attention of Qwest's General Counsel. Such termination will be effective 45 days after receipt of written notice by Qwest. Customer may terminate the Affected Service in all other regions without early termination charges if Qwest is unable to restore the Service to meet the Goals herein during a 60 day cure period. Such cure period will commence at the end of the calendar month in which the trouble ticket is opened. Termination of the Affected Service will be effective as of cessation of use of such service by Customer and receipt by Qwest of written notice of termination from Customer. If Customer fails to notify Qwest in the manner set forth above with respect to the applicable termination right, Customer will have waived its right to such termination right.