

QWEST INTERNET SERVICE LEVEL AGREEMENT (SLA)

Except as otherwise set forth herein, capitalized terms shall have the definitions assigned to them in Customer's Service Agreement. If Customer has ordered Out of Region Service, then the Qwest Service shall be subject to the SLA set forth herein. If Customer has ordered In Region Service, then the Qwest Service and the GSP Service shall, collectively, be subject to the SLAs set forth herein; provided, however, that Qwest and GSP shall be separately responsible for the performance of the services each of them provides to Customer under their respective Agreements. Qwest shall have sole responsibility for the Qwest Service and its compliance, or failure to comply, with the SLA. GSP shall have sole responsibility for the GSP Service and its compliance, or failure to comply, with the SLA. GSP shall cooperate with Qwest such that Qwest, on Customer's behalf, may facilitate Customer's receipt of the total reimbursement, if any, due from the two companies for any failure to meet this SLA. The SLA is effective as of the first day of the second month after initial installation of Service, except that the DIA Installation Goal shall apply from the date the local loop order is accepted by Qwest Provisioning.

NETWORK AVAILABILITY

APPLICABLE COMPONENTS	GOAL	AVAILABILITY / REMEDY
Out of Region, In Region	100%	Each cumulative hour of Network Downtime qualifies Customer for one day's charges pro-rated from the MRC of the Affected Service.

LATENCY

APPLICABLE COMPONENTS	GOAL	ACTUAL LATENCY / REMEDY	ACTUAL LATENCY / REMEDY	ACTUAL LATENCY / REMEDY
Out of Region	50 ms	51 – 60 ms = 10% of MRC	61 – 80 ms = 25% of MRC	Greater than 80 ms = 50% of MRC
In Region	65 ms	Greater than 65 ms = 10% of MRC		
Off Net	95 ms	96 – 105 ms = 10% of MRC	106 – 115 ms = 25% of MRC	Greater than 115 ms = 50% of MRC

PACKET DELIVERY

APPLICABLE COMPONENTS	GOAL	ACTUAL PACKET DELIVERY / REMEDY	ACTUAL PACKET DELIVERY / REMEDY	ACTUAL PACKET DELIVERY / REMEDY
Out of Region	99.50%	99.49% - 99.01% = 10% of MRC	99.00% - 90.00% = 25% of MRC	Less than 90.00% = 50% of MRC

REPORTING

APPLICABLE COMPONENTS	GOAL	REPORTING / REMEDY
Out of Region, In Region	10 minutes	Each failure to report Service interruptions within the Goal qualifies Customer for one day's charges pro-rated from the MRC of the Affected Service, at a maximum of one such credit accrued per day.

COMPONENTS INCLUDED. All relevant on-net components, including the GSP Network (if applicable), are subject to this SLA. This includes on-net components such as POPs, core routers, and circuits.

MEASUREMENT.

Network Availability. "Network Downtime" exists when a particular Customer circuit (the "Affected Service") is unable to transmit and receive data and Qwest records such failure in the Qwest trouble ticket system. Network Downtime is measured from the time the trouble ticket is opened to the time the Affected Service is again able to transmit and receive data.

Latency. The average roundtrip network delay ("Latency") will be measured on an ongoing basis every 5 minutes to adequately determine a consistent average monthly performance level for Latency at the relevant POPs. Latency performance levels will be posted to the Qwest Web site provided to Customer. Latency for In and Out of Region are calculated as follows:

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

Packet Delivery. Packet Delivery will be measured on an ongoing basis every 5 minutes to adequately determine a consistent average monthly performance level for packets actually delivered between the relevant POPs. Packet Delivery performance levels will be posted to the Qwest Web site provided to Customer.

REMEDIES: Upon Customer's request to the Call Management Center made within five (5) business days of the last day of the month in which the relevant SLA was not met, Customer shall be entitled to service credits as set forth herein. A credit shall be applied only to the month in which the event giving rise to the credit occurred. The maximum SLA credits issued in any one calendar month shall not exceed: (i) seven (7) days' charges pro-rated from the MRC of the Affected Service with respect to Network Availability and Reporting; or (ii) 50% of the MRCs of the Affected Service with respect to the other SLAs. In no event shall the total credit, in the aggregate for all SLAs, issued in one month exceed the equivalent of 50% of the relevant MRCs for the Affected Service.

INSTALLATION: Qwest's goal is to install local loops ordered by Customer within the following timeframes: Out of Region – DS-1 = 30 days, DS-3 = 45 days, OCs = 75 days; and In Region – DS-1 = 30 days. If the install Goal is not met, Customer shall qualify for one day's charges pro-rated from the MRC of the Affected Service for each day beyond the applicable Goal until the loop is installed, at a maximum of 15 days charges. This Installation SLA only applies to local loops provided by Qwest or its affiliates in conjunction with DIA ports. Installation time is measured from the date the local loop order is accepted by Qwest Engineering.

SERVICE CREDIT EXCEPTIONS: Service credits shall not be issued where the Service is unavailable as a result of: (i) the acts or omissions of Customer, its

employees, contractors or agents or its End Users; (ii) the failure or malfunction of equipment, applications or systems not owned or controlled by Qwest or GSP; (iii) Force Majeure events; or (iv) scheduled service maintenance, alteration, or implementation. No credits will be granted pursuant to the Reporting SLA unless Customer provides Qwest with accurate, current contact information, including a valid pager number, fax number and email address.

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 shall not give rise to service credits under this SLA. Normal Maintenance shall be undertaken only on Sunday and Wednesday mornings between the hours of 12:00 AM and 6:00 AM Local Time. For purposes of this SLA, "Local Time" refers to the local time in the time zone in which an Affected Service is located. Qwest shall provide as least two (2) days prior notice of Normal Maintenance.

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 Services, including possible outages. Such effects related to Urgent Maintenance shall entitle Customer to service credits as set forth in this SLA. Qwest and GSP may undertake Urgent Maintenance at any time deemed necessary and shall 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 penalty if, in any single calendar month: (i) Network Downtime exists for at least twenty-four (24) hours in the aggregate; or (ii) any single event entitling Customer to credits under Network Availability exists for a period of at least eight (8) consecutive hours. 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 (5) business days following the end of the relevant calendar month. Such termination will be effective forty-five (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.

IN REGION. "In Region" means those states in which Qwest is prohibited by law from providing InterLATA services (including GSP Service), which states are presently Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming; provided, however, that any particular state in which Qwest receives authority to provide such InterLATA services shall no longer be deemed an In Region state.