

**QWEST COMMUNICATIONS CORPORATION ("QWEST") ONEFLEX®(1) INTEGRATED ACCESS
RETAIL SERVICE LEVEL AGREEMENT
(not applicable to services offered under Qwest Wholesale and Enhanced Services Agreements)**

The SLA is effective as of the first day of the second month after initial installation of Services. The goals associated with the "Latency," "Packet Delivery" and "Jitter" SLAs set forth below are measured using monthly averages of the Qwest IP Network. Service is subject to availability; additional terms and conditions apply.

VOICE REMEDIES:

VOICE AVAILABILITY

Voice Availability is based on "Voice Platform Downtime," which exists when a particular OneFlex Integrated Access circuit 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 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

IP NETWORK REMEDIES:

NETWORK AVAILABILITY

Network Availability is based on "Network Downtime," which exists when a particular OneFlex Integrated Access circuit of Customer is unable to transmit and receive data. Such failure is recorded in the Qwest IP 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 Service is again able to transmit and receive data.

Goal	Remedy
100%	Each cumulative hour of Network Availability less than 100% qualifies Customer for one day's charges pro-rated from the MRC of the Affected Service.

LATENCY

The average network delay ("Latency") will be measured via roundtrip pings on an ongoing basis every five minutes to adequately determine a consistent average monthly performance level for Latency at the relevant POPs. Latency is calculated as follows:

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

Goal	Actual Latency = Remedy		
42 ms	43 – 60 ms = 10% of MRC of the Affected Service	61 – 80 ms = 25% of MRC of the Affected Service	Greater than 80 ms = 50% of MRC of the Affected Service

PACKET DELIVERY

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

Goal	Actual Packet Delivery = Remedy		
99.90%	99.01 % - 99.89% = 10% of MRC of the Affected Service	90% - 99% = 25% of MRC of the Affected Service	Less than 89.99% = 50% of MRC of the Affected Service

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.

Goal	Actual Jitter = Remedy		
2 ms	2.1 – 3 ms = 10% of MRC of the Affected Service	3.1 – 4 ms = 25% of MRC of the Affected Service	Greater than 4.1 ms = 50% of MRC of the Affected Service

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Components Included. All components (e.g., POPs, Routers, Circuits) of the Qwest IP network ("Qwest IP Network") are covered by this SLA. Solely for purposes of the "Network Availability SLA," the components of the Qwest IP Network will include all of the OneFlex Integrated Access facilities from the Qwest IP Network POP up to the external demarcation point of the Service. The external demarcation point will be the suitable location at a Customer service address where provision is made for termination of Qwest's outside distribution network facilities. 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. All other SLAs are measured solely between the relevant POPs. For Customers purchasing the Qwest iQ Unify™ bundle, the Qwest OneFlex® Managed IP Communications Service purchased with the bundle will be governed by the relevant portions of the OneFlex® Managed IP Communications SLA located at <http://www.qwest.com/legal/sla.html>, as described in the applicable OneFlex® Managed IP Communications Service Exhibit.

Remedies. In order to obtain credits under this SLA, 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 was not met. A credit will 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 will not exceed: (a) thirty (30) days' charges pro-rated from the MRC of the Affected Service with respect to Network Availability; or (b) 100% of the MRCs of the Affected Service with respect to the other SLAs. "Affected Service" refers to the particular OneFlex Integrated Access circuit that fails to meet the relevant SLA. In no event will the total credit, in the aggregate for all credits issued in one month 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; or (e) the unavailability of required Customer personnel, including as a result of failure to provide Qwest with accurate, current contact information.

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 as follows: (a) Sunday, Tuesday, and Thursday mornings between the hours of 12 midnight 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.

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 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 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. 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.