



Availability

Product or Service Downtime is measured based on the total outage time incurred by customer. Downtime exist if the Qwest Platform or Service is unable to provide the Qwest contracted service-i.e. process calls, transmit data, pass internet traffic, redirect traffic, etc.

iQ-Networking (IP and Internet Ports), VoIP, Integrated Access, SIP Trunk, Hosted IVR, Hosted ACD, Outbound Domestic Long Distance, Toll Free Domestic Long Distance, IP Long Distance:

Availability =

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

In a Calendar Month, if the Qwest Contracted Service falls below 100% availability for a particular Impacted Service, Customer will receive a credit ("Performance Credit") for such month in accordance with the following schedule ("Performance Credit Schedule"):

Availability	Performance Credit	Availability	Performance Credit
100.000%	0	97.916%	53.33%
99.980%	3.33%	97.777%	56.67%
99.860%	6.67%	97.638%	60.00%
99.721%	10.00%	97.499%	63.33%
99.582%	13.33%	97.360%	66.67%
99.443%	16.67%	97.221%	70.00%
99.305%	20.00%	97.082%	73.33%
99.166%	23.33%	96.943%	76.67%
99.027%	26.67%	96.805%	80.00%
98.888%	30.00%	96.666%	83.33%
98.749%	33.33%	96.527%	86.67%
98.610%	36.67%	96.388%	90.00%
98.471%	40.00%	96.249%	93.33%
98.332%	43.33%	96.110%	96.67%
98.193%	46.67%	95.971%	100.00%
98.055%	50.00%		

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. This goal does not apply if the Internet Port is used in conjunction with DDoS Mitigation Service.

Latency is calculated as follows:

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

Latency-Intra US- The continental US Qwest IP network and Hawaii- Goal 42ms

Actual Latency= Remedy

43-60 ms = 10% of MRC

61-80 ms = 25% of MRC

Greater than 80 ms = 50% of MRC

Latency- Intra U.S. Off Net- The IP networks of other Internet backbone providers (peers)with which Qwest exchanges IP traffic

Goal- 95ms

96-105ms=10% credit

106-115ms=25% credit

Greater than 115ms=50% credit

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.

Goal 99.90%

Actual Packet Delivery= Remedy (Credit is applied as a % of the MRC for the Affected Service)

99.01%-99.89% = 10%

90%-99%=25%

Less than 90%= 50%

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.

Goal 2ms

Jitter= Remedy (Credit is applied as a % of the MRC for the Affected Service)

2.1-3ms=10%

3.1-4ms=25%

Greater than 4ms=50%

Time to Repair

Goal- 4 hours

The Customer's TTR will be based on the Hard Outage time per each outage event. The TTR time starts when a trouble ticket is opened after a Hard Outage by Qwest or the Customer, and concludes with the restoration of service.

Not included in this calculation are:

- Periods of service degradation, such as slow data transmission.
- The time identified on the trouble ticket (if any)attributable to or caused by, through no fault of Qwest
- Incorrect or incomplete callout information provided by Customer which prevents Qwest from completing the trouble diagnosis and service restoration;

- Qwest being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing;
- No or restricted access to the CPE to restore and fix;
- Customer's failure or refusal to release the circuit for testing;
- Qwest calling Customer to close a trouble ticket, but Customer being unavailable,
- Qwest being unable to verify service restoration with a Customer.
- Interruptions not reported by Customer, or for which no trouble ticket was opened
- Periods of service degradation, such as slow data transmission.
- The time identified on the trouble ticket (if any) attributable to or caused by, through no fault of Qwest
- -Incorrect or incomplete callout information provided by Customer which prevents Qwest from completing the trouble diagnosis and service restoration;
- Qwest being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing;
- No or restricted access to the CPE to restore and fix;
- Customer's failure or refusal to release the circuit for testing;
- Qwest calling Customer to close a trouble ticket, but Customer being unavailable,
- Qwest being unable to verify service restoration with a Customer.
- Interruptions not reported by Customer, or for which no trouble ticket was opened
- Intermittent problems
- Call quality issue (i.e. static, clipping, echo, latency, jitter, one-way auto)
- 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;
- Interruptions or times of Service degradation due to failure of power at Customer premises or failure or poor performance of Customer premises equipment;
- 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;
- Interruptions or times of Service degradation resulting from Customer's use of the Service in an unauthorized or unlawful manner
- Interruptions resulting from the failures of third party provided databases, including, without limitation, SMS on such databases used for local number portability;
- Interruptions or times of Service degradation resulting from incorrect, incomplete, or inaccurate orders from Customer;
- Customer is utilizing Qwest's Toll-Free Verified and Non-verified PAC, GeoRouting, or Menu Routing features; or
- Customer is utilizing terminations to toll free numbers managed by another carrier when invoking Transfer and Release, Dedicated Termination Overflow and Busy Ring No Answer features

Remedy- The remedy for a TTR beyond 4 hours will be 100% performance credit for the MRC for the affected service in the month of affected service and instance.

Chronic

Subject to the terms, exclusions and restrictions described herein, if, during three consecutive Calendar Months or any six Calendar Months in any 12 month period, (i) the aggregate amount of credits received by Customer in accordance with this document 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 or (ii) Customer is entitled to the maximum available credit for an affected access facility under Section 3, Customer may, upon 30 days’ prior written notice to Qwest, terminate the Impacted Service or affected facility without incurring any early termination charges associated with such Impacted Service or facility except for usage charges accrued to the date of termination.

Subject to the terms, exclusions and restrictions described herein, if, during any two Calendar Months in any 12 month period, the aggregate amount of credits received by Customer in accordance with this document for all Impacted Services and affected facilities exceeds 15% of Customer’s total monthly charges, after application of any discounts or credits, for all of Customer’s Circuit Switched Network voice usage facilities during such month, Customer may, upon 30 days’ prior written notice to Qwest, terminate all of the inbound and/or outbound circuit switched voice service in the United States Mainland provided by Qwest to Customer and associated access facilities, without incurring any early termination charges associated with the Services, except for usage charges accrued to the date of termination. Customer’s right to terminate the Services in accordance with this section will not apply during any 12 month period in which Customer had less than 5 access facilities or diverse locations utilizing Services and will not apply to services other than the Services.

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. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will, with respect to the applicable termination right, have waived its right to such termination right.

In addition Qwest has an automatic process that captures chronic issues when there are 3 or more service tickets in a rolling 30 day window. The Qwest Chronic resolution team and your Qwest Service Manager will automatically identify the chronic issue based on the rolling 30 day rule above and will be proactively working for permanent resolution to the problem in parallel to the outage ticket process.

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 US	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 per day.

Installation

The Installation Goal measures the installation times for Qwest Provided Access ordered in conjunction with Qwest iQ Networking Ports and Qwest Provided Access for Qwest Dedicated Long Distance 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 multi site configuration and designates a Key Port for implementation sequencing, 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 Affected Service)
Intra US	DS-1 22 Business Days	Each failure to meet the Goal qualifies Customer for credit of one days charges pro-rated from the MRC for each day beyond
	DS-3, OC-3 33 Business Days	the applicable goal until the Qwest provided access is
	OC-12 33 Business Days	Installed, for a maximum of 15 days' charges

Circuit Portability

No termination penalty will be incurred if a customer disconnects a circuit or service but replaces that circuit or service with a same size or larger circuit or service within 30 days. This provision does not apply to circuits that require special construction or network build out.

DDoS

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.

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

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 min= 50%	more than 30 min=100%
Time to Mitigate	30 Minutes from Customer Approval	31-60 min=50%	more than 60 min=100%



VoIP Managed IP Communications (MIPC)

Managed IP Communications Service (“Managed IPC” or “Service”) is subject to the SLA as set forth below.

1. Configuration Management Objectives. The objectives set forth in this Section are objectives only and do not have associated credits. The configuration and management objectives below are specific to remote administration and do not assume the use of Qwest resources for onsite changes.

Configuration Management	Performance/Timeframe
Bulk User/IP Phone Addition	Assignment of IP Phones to specific profiles will be done at a rate of 500 requests per week and require one week to process. Qwest will provide a bulk user template to record needed additions.
Bulk User/IP Phone Change	Large changes of users to move them to a new profile or enable a change are done at 500 users per request per week and are performed in 48 hours. Qwest will provide a bulk user template to record needed changes.
Bulk User/IP Phone Deletion	Users or machines are deleted at a rate of 500 changes per week per request and are performed within 48 hours.
Normal User/IP Phone Addition	Up to 50 users/IP Phones per day per request will be added in 48 hours.
Normal User/IP Phone Change	Up to 50 users/IP Phones per day per request will be changed in 24 hours.
Normal User/IP Phone Deletion	Up to 50 users/IP Phones per day per request will be deleted in 24 hours.
Emergency User/IP Phone Addition	Up to 5 users/IP Phones per day per request will be added in 8 hours.
Emergency User/IP Phone Change	Up to 5 users/IP Phones per day per request will be change in 2 hours.
Emergency User/IP Phone Deletion	Up to 5 users/IP Phones per day per request will be deleted upon call and no more than 2 hours.
Policy Addition	Up to 5 policies will be added per day with request processed in 8 hours.
Modify Existing Policy	Up to 5 policies will be modified per day with changes processed in 8 hours.
Policy Deletion	Up to 5 policies will be deleted per day with removal processed in 8 hours.
Emergency Policy Modification	Up to 2 policies changes per day will be processed in less than 2 hours.
Back-up and Restoral*	Qwest will store and maintain the last three configurations and previous two releases of software for restoral purposes. Customer may be required to assist and execute early function to restore system to remote management capability. * Unless specifically requested that Qwest provide the back-up solution, Qwest assumes use of customer provided server , tape drive, etc. as needed for back-up.

2. Service Level Agreement. Upon Customer’s written request to Qwest, made within five business days of the last day of the month in which the relevant SLA was not met, Customer will be entitled to the service credits as set forth below.

Area	Performance/Timeframe	Credit	Escalation (SM, DIR, GM)
Remote Sites			
Phone	Diagnose failure within 4 hours Ship replacement next business day provided replacement is processed by 3PM. Customer returns broken phone to Qwest* Only applicable if Qwest provides the phone as part of Bundled Managed IPC.	1%	Diag. - (2Hrs, 4Hrs, 24Hrs) Restore - (24Hrs, 48Hrs, 72Hrs)



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	Not applicable if like-kind onsite spares have been provided and are available to replace broken phone.		
Call Manager/ Gateway	Diagnose failure or attempt rebuild within 1 hour. Ship replacement system next available air freight to destination.* Only applicable if Qwest provides the Call Manager / Gateway as a part of Bundled Managed IPC.	5%	Diag. - (30Min, 1Hr, 2Hrs) Restore - (24 Hrs. 36 Hrs, 48 Hrs)
Voice Mail	Diagnose failure or attempt rebuild within 1 hour. Ship replacement system next available air freight to destination.* Only applicable if Qwest provides Voice Mail system as a part of Bundled Managed IPC.	5%	Diag. - (30Min, 1Hr, 2Hrs) Restore - (24 Hrs. 36 Hrs, 48 Hrs)
Headquarters/ Main Sites			
Phone	Diagnose failure within 2 Hrs, replace IP phone from customer on-site pool. Customer returns broken phone to Qwest.	1%	Diag. - (1Hrs, 2Hrs, 4Hrs) Restore - (2Hrs, 4Hrs, 8Hrs)
Call Manager/ Gateway	Diagnose failure or attempt rebuild within 1 hour, allow back-up systems to sustain load during restoral. ship replacement system next available air freight to destination.* Only applicable if Qwest provides the Call Manager / Gateway as part of Bundled Managed IPC.	3%	Diag. - (30Min, 1Hr, 2Hrs) Restore - (24 Hrs. 36 Hrs, 48 Hrs)
Voice Mail	Diagnose failure or attempt rebuild within 1 hour. Ship replacement system next available air freight to destination.* Only applicable if Qwest provides the Call Manager / Gateway as part of Bundled Managed IPC.	3%	Diag. - (30Min, 1Hr, 2Hrs) Restore - (24 Hrs. 36 Hrs, 48 Hrs)
Performance Management			
Call Quality Basic	Diagnose cause within 4 hours, present plan to change management within 8 hours	1%	Diag. - (2Hrs, 4Hrs, 24Hrs) Plan- (4Hrs, 8Hrs, 24Hrs)
Call Quality Severe	Diagnose cause within 1 hours, present plan to change management within 2 hours	3%	Diag. - (30Min, 1Hr, 2Hrs) Restore - (1Hr, 2Hrs, 4Hrs)
Call Routing Basic	Diagnose cause within 4 hours, present plan to change management within 8 hours	1%	Diag. - (2Hrs, 4Hrs, 24Hrs) Plan- (4Hrs, 8Hrs, 24Hrs)
Call Routing Severe	Diagnose cause within 1 hours, present plan to change management within 2 hours	3%	Diag. - (30Min, 1Hr, 2Hrs) Restore - (1Hr, 2Hrs, 4Hrs)
Change Management			
Basic Changes	Process bulk and normal change requested at capacities sited in Configuration Management	1%	Director - 1x interval VP - 2x interval
Urgent Changes	Process urgent change request at capacity and intervals cited in Configuration Management	3%	Director - 1x interval VP - 2x interval
Security Management			



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Basic Events	Post all security events involving attempted attack that have minimal performance impact or failed attacks to portal within 10 minutes	3%	10 Min, 30 Min, 2 hrs
Urgent Incidents	Identify and engage customer in successful attacks or suspected events within 30 minutes of determination by analyst* Dependent upon availability of customer provided emergency contacts.	5%	30 Min, 1Hr, 4 hrs
Wireless LAN Management	Service Metric		Target Performance
Incident Management	High Incident		10 Minutes by your designated best method
	Medium Incident		One hour, by e-mail
	Low Incident		Three hours, by e-mail
Systems Maintenance	Keep systems to current release level		30 days after Qwest approval and coordination with you
	Apply urgent patch		48 hours subject to coordination with you
Change Management	Incident Response		10 minutes after your confirmation
	Urgent Change		1 hour after your confirmation
	Routine Change		8 hours after your confirmation
Portal Reporting	Intelligence – listing of widespread public threats or new vulnerabilities with potential impact to this service.		Within 24 hours of public disclosure
	Statistical reports of raw events impacting this service		Within 24 hours of the milestone (day, week)

Note: In the event of conflict between this Service Description and the SLA (or any other Qwest documentation, including marketing literature), the SLA prevails.

3. Qwest Supplied (Bundled MIPC) Customer Premises Equipment Failure. Customer’s sole remedy for failure of the Qwest-Supplied CPE (equipment that is provided by Qwest for use by Customer solely in connection with the Managed IPC) will be repair or replacement of such Qwest-Supplied CPE. If repair or replacement of the Qwest-Supplied CPE is not reasonably practical, Qwest will notify Customer and Customer may terminate the Service upon 10 business days prior written notice to Qwest. In the event of a hardware failure, Qwest will supply a replacement system from existing inventory subject to reasonable availability. Inventory will be maintained consistent with vendor recommendations. If the failure occurs and is reported during business hours (9:00 AM to 5:30 PM Eastern Time Monday through Thursday, 9:00 AM to 4:30 PM Eastern Time Friday) Qwest will replace the failed system by the end of the next business day for domestic locations. If the failure occurs after-hours, the replacement CPE will be shipped within two business days. From time to time, Qwest may require that the Site Contact provide assistance and physically access the firewall console and type in commands as instructed by a Qwest engineer. All instructions will be conducted in the English language.

4. Customer Supplied CPE. In the event that Qwest’s customer supplies CPE as an actively managed component of the Managed IPC solution, Qwest will attempt to diagnose and restore as outlined in the Service Level Agreement above. However, should the customer-supplied CPE



need replacement, Qwest will notify customer of it's inability to repair and the need for the customer to coordinate replacement per their pre-existing CPE maintenance agreement (if any). In this scenario, SLA's for replacement and subsequent restoral of service will not apply. If customer supplied CPE requires pre-staging and on-site installation to restore service, this will be billed on a time and materials basis at current rates.

5. Maintenance Windows. Qwest will make every effort to perform maintenance during customer-defined maintenance windows. In the absence of customer-defined maintenance windows, Service Maintenance will be performed as set forth in the Qwest Internet Network SLA. In addition, Qwest requires that Customer provide to Qwest a three-hour maintenance window each month for Qwest to perform system upgrades including, but not limited to, loading new monitoring utilities and exchanging hardware. Any Performance Timeframe that is missed because of such system upgrades will not be eligible for SLA credits. System upgrades may occur outside of the three-hour maintenance window upon permission from Customer's designated Site Contacts. Should maintenance windows default to those identified in the Qwest Internet Network SLA, Qwest may change the maintenance window times upon posting to the website or other notice to Customer.

6. Service Credit Exceptions; Maximum Credits. Service credits will not be available in cases where the SLA is not met as a result of: (a) the negligence, acts, or omissions of Customer, its employees, contractors, agents, or its end users, including, without limitation, Customer sharing of administrative access with Qwest or failure to comply with the terms of the Service Exhibit; further, time elapsed due to non-responsiveness from customer will be deducted from trouble ticket timelines when used in the calculation of SLAs. (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by Qwest; (c) circumstances or causes beyond the control of Qwest, including instances of Force Majeure; or (d) scheduled service maintenance, alteration, or implementation. In the event that Customer is entitled to multiple credits under this SLA arising from the same event, such credits will not be cumulative and Customer will be entitled to receive only the highest maximum single credit available for such event (e.g. Customer will not be entitled to "double credits." Credits are calculated as the percentage of monthly fees for the device(s) affected by the missed objective ("Affected Service"). Credits may not exceed 100% of the monthly fees for the Affected Service. A credit will be applied only to the month in which the event giving rise to the credit occurred. Customer's remedies for any and all claims relating to the Service will be limited to those set forth in this SLA.

Maintenance

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 US	Sunday, Tuesday, and Thursday mornings between the hours of 12:00AM and 4:00 AM Local Time	10 business days

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.

Re-route of Inbound Circuit Switch Voice Service

If a Toll-Free line 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, (as hereinafter defined), reroute traffic from the Affected Toll-Free Line, (as hereinafter defined) to any working number: (i) terminating in the United States Mainland; and (ii) which is provided by Qwest to Customer ("Alternate Termination Location"). If Qwest fails to reroute such traffic within 15 minutes after completion of the Confirmation Process ("Toll-Free Line Outage"), Qwest will credit to Customer's account an amount equivalent to the lesser of: (i) 100% of the usage for the Affected Toll-Free Line for the entire Calendar Month in which the Toll-Free Line Outage occurred; or (ii) 110% of the usage for the Affected Toll-Free Line in the Calendar Month prior to the Calendar Month in which the Toll-Free Line Outage occurs. Such credits will be calculated after application of discounts and credits.

"Service Disruption" is defined as a degradation in the performance of a toll-free line provided by Qwest to Customer ("Affected Toll-Free Line") which completely disallows Qwest from terminating calls to such Affected Toll-Free Line.

The "Confirmation Process" is defined as: (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 Toll-Free Line, 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 such Qwest Customer Service Representative that traffic to the Affected Toll-Free Line will, in accordance with the terms of this guarantee in this section, be rerouted within 15 minutes of the conclusion of Customer's telephone call to Qwest.

Qwest is guaranteeing only that calls will be rerouted within 15 minutes upon completion of the Confirmation Process, not that service will be restored to the main location in that timeframe. This guarantee does not apply and a Service Disruption will not be deemed to have occurred in the event calls are not originated or terminated due to network busy conditions.

In order to be eligible for a credit or the re-route of such service, Customer is required to 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 herein, 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 such redirected calls in accordance the terms set forth in the applicable tariff or agreement under which Qwest is providing the service to Customer and the service termination method of such re-routed calls.



The guarantee in this section will not apply to the unavailability of a Toll-Free line for any of the following events:

- (a) A service disruption occurs during any period when Customer has released the service to Qwest for maintenance or rearrangement purposes or for the installation or deinstallation of a Customer order;
- (b) A service disruption occurs during a period when Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis;
- (c) A service disruption is caused by the failure of the National Service Management System ("SMS") 800 database and/or system;
- (d) Qwest is not the Responsible Organization (as hereinafter defined) for the Affected Toll-Free Line;
- (e) Customer is utilizing Qwest's Toll-Free Verified and Non-verified PAC, GeoRouting, or Menu Routing services;
- (f) A service disruption caused by Customer's use of Qwest services in any unauthorized or unlawful manner and/or breach of a term set forth in the agreement under which Qwest is providing the Service to Customer; and/or
- (g) A service disruption is caused by or resulting from a force majeure event beyond the reasonable control of Qwest including, but not limited to, and act of God, government regulations or national emergency.

Contact Center Applications

The Service Level Agreement for Application Services shall begin on the first day of the second month.

Components Included/Not Included

Platform refers to the system core call handling and routing software and servers which receive calls from Customer's callers, process those calls, record calls, direct any outbound calls from the servers, and collect and store data and statistics during the call processing.

This service level agreement will not apply to Customer's use of any other services including, without limitation, hosting services for Customer's Contact Center application, ancillary servers for outbound, multi-media servers, external reporting systems, web application servers, desktop applications, third party applications, and third party network and data services.

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.



Latency, Jitter, or packet loss at one location would not trigger a credit for service at all locations. Credits will be applied to the circuit where the problem originates. Credits are not additive, only the highest applicable credit will apply

Remedies

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 Service issued in any one calendar month will not exceed: 100 % of the 30days charges pro-rated from the MRC of the Affected Service; or the specific cap outlined in the tables above. In the event of an outage with multiple service components, in no event will cumulative or aggregated credit exceed 100 % credit of the 30 days MRC charge for the Affected Service.