

**QCC IQ MANAGED SECURITY SERVICE ("MSS" or "Service")  
SERVICE LEVEL AGREEMENT ("SLA")  
(not applicable to services offered under the QCC Wholesale and Enhanced Services Agreements)**

This SLA applies to MSS ordered by customers pursuant to an agreement between a specific customer ("Customer") and Qwest Communications Company, LLC ("QCC") ("Agreement"). Capitalized terms not defined in this SLA are defined in the Agreement. This SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

**1. Definitions.**

"NOC" means Network Operations Center.

"SOC" means Security Operations Center.

"SNMP" means Simple Network Management Protocol and is the primary protocol used for monitoring and extracting device health information for use of management and reporting.

"UDP" means User Datagram Protocol and is the underlying protocol used by SNMP to monitor device health.

**2. SLA Effective Date.** This SLA becomes effective when the deployment process has been completed, the device has been set to "live," and support and management of the device has been successfully transitioned to the SOC. The SLA remedies are available provided Customer meets its obligations as defined in this SLA. The SLA described below comprise the measured metrics for delivery of the Service. Unless explicitly stated below, no additional SLAs of any kind will apply to services delivered under this SLA. The sole remedies for failure to meet the SLAs are specified in the Remedies section of this SLA.

**3. General SLAs.**

**(a) Network/SOC Availability.** The NOC and SOC are staffed 24x7x365 days a year.

**(b) Change Request Acknowledgement SLA.** Qwest will provide an acknowledgement for a policy change request submitted via the portal within two hours of receipt. This SLA is only available for policy change requests submitted by a valid security contact in accordance with the provided procedures.

**(c) Change Request Implementation Time SLA.** Customer policy change requests will be implemented within 24 hours of receipt by Qwest unless the request has been placed on "hold" status due to insufficient information required to implement the submitted policy change request. This SLA is only available for policy change requests submitted by a valid security contact in accordance with established procedures. Further, this SLA is based on actual time of implementation, and not the time that Customer was notified the request was completed.

**(d) Fault Identification and Notification SLA.** Customer will be notified within 30 minutes after Qwest determines Customer's security device is unreachable via standard in-band connectivity. Under normal operating conditions such determination is generally made within 30 minutes. Qwest will contact Customer contact via telephone during an outage escalation and will continue attempts to designated Customer contact until such contact is reached or all escalation contacts have been exhausted. An automated email notification will be sent to customer with details on the outage and status of the resolution.

**4. Credit.** A credit will be issued to Customer as the sole remedy for failure to meet any of the SLAs during any given calendar month. Customer may obtain no more than one Service credit for each SLA per day per device managed by Qwest, not to exceed a total of 100% of the equivalent MRC for a given device, in a given calendar month.

A credit is calculated as:  $Credit = 2 \times \text{Daily Prorated MRC}$

**5. 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 Service credits provided to Customer by applying the applicable remedies set forth in this SLA. A Service credit will be applied only to the month in which the event giving rise to the credit occurred. The Service 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 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 Service credits issued in one month exceed the equivalent of 50% of the relevant MRCs for the Affected Service. "Affected Service" means the Service 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.

**6. 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.

**7. Interruptions or Times of Service Degradation.** In addition to other exclusions stated in this SLA, the commitments outlined in the General SLAs section will not apply in the event Service is unavailable or impaired due to any of the following:

- i. Negligence, Error, or Customer Caused – 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;
- ii. No Access, Service termination – Interruptions or times of service degradation during any period in which Qwest or Qwest's agents are not afforded access to the premises where the access lines associated with Customer's Service are terminated or where Customer's CPE resides, provided such access is reasonably necessary to prevent a degradation or restore service;
- iii. CPE Failure Not Covered – Interruptions or times of Service degradation due to failure of CPE components not covered by the Service;
- iv. Failure of Customer Supplied Wiring – If required for Service, interruptions or times of service degradation due to failure of inside wiring components supplied by Customer;
- v. Customer Use in Unauthorized/Unlawful Manor – Interruptions or times of Service degradation resulting from Customer's use of the Service in an authorized or unlawful manner;
- vi. Other Vendor Disconnect – Interruptions or times of Service degradation resulting from any other vendor disconnecting their service;
- vii. Breach of Terms – Interruptions or times of Service degradation resulting from a Qwest disconnect for Customer's breach of a term set forth in the Agreement or interruptions related to local access for Service;
- viii. Incorrect, Incomplete, Inaccurate Information from Customer – Interruptions or times of Service degradation resulting from incorrect, incomplete, or inaccurate information from Customer, including, without limitation, Customer's over-subscription of ports or selection of insufficient committed information rate, or over-utilization of CPE resources;
- ix. Unable to Reach Customer Contact Post Restoration of Service – Interruptions or times of Service degradation occurring after Qwest reasonably believes it has restored a particular Service and is unable to contact the person designated by the Customer as being the person to contact in the event of an interruption or degradation of the Service and restoration of the Service;
- x. Unavailable Bandwidth due to Overcapacity – SNMP polling is not available as a result of the customer running at 100% capacity;
- xi. Loss of SNMP Packet – The underlying protocol of SNMP is UDP. UDP is connectionless and therefore unreliable for retransmission. When an SNMP packet is sent from the end device, if there is a network outage, congestion, or the packet is somehow lost it will not be retransmitted by the end device;
- xii. Unable to Reach Customer Contact During Power Outage – If Qwest loses monitoring connectivity to the managed device, and there is no Customer contact to identify a power outage, this down time will not be included in SLA calculations;
- xiii. Customer Configurations – If Customer makes its own configuration changes to its device causing network outages and/or issues.