

**INTERNATIONAL FRAME RELAY
SERVICE LEVEL AGREEMENT
(not applicable to services offered under the Qwest Wholesale and Enhanced Services Agreements)**

This Service Level Agreement ("SLA") applies to International Frame Relay service ordered by customers pursuant to an agreement ("Customer") with Qwest Communications Company, LLC ("QCC"). The following SLA provides Customer's sole remedy for any Service interruptions or deficiencies.

1. Availability. Customer will, subject to the terms, exclusions, and restrictions described herein, be entitled to receive from Qwest a credit if the availability ("Network Availability") of the Service on a particular Port for any calendar month falls below the percentage shown in the credit schedule included in this section. The credit schedule provides availability objectives and related credits solely for Network Availability measured between two QPOPs. The countries in which the QPOPs are located are shown in Attachment A attached hereto, which is subject to modification by Qwest from time to time. Availability objectives and related credits are not provided for local access circuits or tail circuits. The Service will, for purposes of this SLA, be deemed to be unavailable to Customer only if the Service is subject to an interruption (other than as noted herein) that results in the total disruption of the Service on a Port ("Affected Port") to the extent that the Affected Port will be totally unable to communicate with other Ports of Customer ("Network Non-Availability").

The credit to which Customer may be entitled under this section will be equal to the applicable percentage of Customer's monthly recurring charges for the Affected Port and affected PVC terminated to such Port after application of any credits ("Eligible Frame Relay Charges"). The credit will not include credits on any other monthly recurring charges charged to Customer for any other service.

Network Availability is calculated as follows:

$$[1 - (\text{total minutes of Network Non-Availability on the Affected Port in a particular calendar month}) / ((\text{number of days in the applicable calendar month}) \times (24 \text{ hours}) \times (60 \text{ minutes}))] \times 100\%$$

For purposes of the performance objective included in this section, the Qwest Trouble Management System determines the number of minutes of a Network Non-Availability. The Network Non-Availability will be deemed to commence with: (a) Qwest's receipt from Customer of a notice of the Network Non-Availability and the issuance, by Qwest, of a trouble ticket; or (b) Qwest's detection of the Network Non-Availability and prompt issuance, by Qwest, of a trouble ticket. The Network Non-Availability will conclude upon the restoration of the Service.

The following credit schedule applies to a Service that Qwest provides to Customer on a QPOP-to-QPOP basis in the countries specified in Attachment A attached hereto. If Customer receives a credit in accordance with that schedule for a particular Affected Port in a particular calendar month, Customer is not entitled to any other credits under this section for that Port and associated PVC in that calendar month.

Network Availability – Key Countries	
Network Availability of the Service from QPOP to QPOP	Amount of Credit(as a Percentage of Eligible Monthly Frame Relay Charges for the Affected Port)
100.00% to 99.85%	0.00%
99.84% to 99.50%	5.00%
99.49% to 99.00%	10.00%
98.99% to 98.00%	15.00%
97.99% to 0.00%	20.00%
Network Availability – Non-Key Countries	
Network Availability of the Service from QPOP to QPOP	Amount of Credit (as a Percentage of Eligible Monthly Frame Relay Charges for the Affected Port)
100.00% to 99.50%	0.00%
99.49% to 99.00%	5.00%
98.99% to 98.00%	10.00%
97.99% to 0%	15.00%

2. Latency Objective.

Attachment B shows the monthly average roundtrip Latency objective in milliseconds for a particular PVC that is either:

- (a) Between an international Port and the Qwest International Frame Relay Gateway; or
- (b) Between two international Ports that do not pass through the Qwest International Frame Relay Gateway.

Due to ongoing changes and improvements to the Qwest International Frame Relay Network, Attachment B Frame Relay Latency parameters are subject to review and updating by Qwest on a calendar quarterly basis. Updated Latency objectives will not adversely affect the prices or other terms and conditions under which Customer previously purchased Services hereunder.

Credit Schedule for Frame Relay Latency	
Percentage Above Attachment B Average for Latency from QPOP to QPOP	Amount of Credit (as a Percentage of Eligible Monthly Frame Relay Charges for the Affected PVC)
15%	5%
25%	10%

There is no Latency objective or credits available for Best Effort Smart PVC.

In order to be eligible for a credit under this section, a trouble ticket must be issued under the Qwest Trouble Management System within five business days after the conclusion of the particular calendar month in which Qwest failed to achieve the Latency objective for which Customer may receive a credit.

Frame Relay Latency is offered to the Customer only for Qwest International Frame Relay Service in the regions specified in Attachment B. Interconnection or gateway services that support the transmission of data within the Qwest International Frame Relay Service and other Frame Relay Service providers is excluded.

3. 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, the aggregate amount of credits received by Customer in accordance with this SLA for a particular Affected Port and associated PVCs terminated to such port exceeds 50% of Customer's total monthly recurring charges for the Port and PVC (after application of any credits, for that Port and PVC during the applicable period), Customer may, upon 30 days prior written notice to Qwest, terminate the Affected Port and associated PVC without incurring any early termination charges associated with that Port and PVC except for usage charges accrued to the date of termination.

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 such termination right.

4. General Information and Terms for the SLA.

To be eligible for credits under this SLA, Customer must, in addition to complying with the other terms included in this SLA, submit necessary supporting documentation and request reimbursement or credits hereunder within 15 days of the conclusion of the service month in which the requisite unavailability or service degradation occurs. In the event Customer fails to comply with the conditions set forth in the immediately preceding sentence, Customer will, with respect to that remedy, have waived its right to such remedy.

In the event that Customer is entitled to multiple credits under this document arising from the same event, such credits will not be cumulative and Customer will be entitled to receive only the maximum single credit available for such event not to exceed 50% of monthly charges.

Credits for the performance objective included in this document for the Service for any calendar month must exceed \$25.00 to be processed.

Customer may receive credits for a particular Service pursuant to the performance objectives included in this SLA for a maximum of four consecutive months or a maximum of six months in any 12 month period if all Customer and Qwest escalation procedures have been invoked.

The objectives and related remedies set forth in this SLA will not apply to Qwest services other than the International Frame Relay Service.

5. Restrictions and Exclusions for the SLA.

A period of Network Non-Availability and excessive Latency will not be deemed to have occurred in the event that the Qwest International Frame Relay Service is unavailable or impaired due to any of the following:

- (a) Interruptions or times of service degradation on a PVC that is not an "Accepted Circuit" where an Accepted Circuit is one that Qwest and Customer have tested and mutually agree is working as ordered following provisioning of an order or change order;
- (b) 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;
- (c) Interruptions or times of service degradation due to failure of power at Customer premises or failure or poor performance of CPE;
- (d) Interruptions or times of service degradation during any period in which Qwest or its agents are not afforded access to the premises where the access lines associated with Customer's service are terminated, provided such access is reasonably necessary to prevent a degradation or to restore service;
- (e) Interruptions or times of service degradation during any period when Qwest has posted on the Qwest Web site or communicated to Customer in any other manner that Customer's service will be unavailable for specific maintenance or rearrangement purposes, or Customer has released the service to Qwest for the installation of a customer service order;
- (f) Interruptions or times of service degradation during any period when Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis;
- (g) Interruptions or times of service degradation resulting from a Force Majeure Event;
- (h) Interruptions or times of service degradation resulting from Customer's use of the service in an unauthorized or unlawful manner;
- (i) Interruptions or times of service degradation resulting from a Qwest disconnect for Customer's breach of a term set forth in the Agreement;
- (j) Interruptions or times of service degradation resulting from incorrect, incomplete, or inaccurate orders from Customer (including, without limitation, Customer's over subscription of Ports or selection of insufficient committed information rate);
- (k) Interruptions or times of service degradation due to improper, inaccurate, or special network specifications requested by Customer that are not included in Qwest's standard specifications of the service and/or Qwest's internal operational processes;
- (l) Interruptions or times of service degradation due to local in-country practices (e.g. hours of operations), any special national or international laws, customs or regulations;
- (m) Interruptions or times of service degradation resulting from a failure of a carrier providing the local access circuit or tail circuits;
- (n) Delays or times of service degradation when the Qwest International Frame Relay Network and/or Qwest Domestic Frame Relay Network is functioning in emergency re-route or auto-recover configurations or delays or times of service degradation resulting from service interruptions covered under the Network Availability objective, this includes reroutes in national emergencies and network outages;
- (o) Any interruptions, added Latency, lost frames, or times of service degradation resulting in whole or in part due (in any manner) to Customer's use of a network to network interface between the Qwest International Frame Relay Network or Qwest Domestic Frame Relay Network and the network of a third party carrier;
- (p) Any interruptions, added latency, lost frames or times of service degradation on any non-Qwest provisioned international frame relay or data services which do not terminate in the international cities located in Attachment A.

**International Frame Relay Service Level Agreement
Attachment A for Network Availability**

QPOP Location – Key Countries	
Includes all QPOPs physically located within the following countries:	
Argentina	India
Australia	Luxembourg
Austria	Malaysia
Belgium	Mexico
Brazil	Netherlands
Canada	New Zealand
Chile	Norway
Czech Republic	Peru
Denmark	Philippines
Finland	Portugal
France	Russia
Germany	Singapore
Greece	Spain
Hong Kong	Sweden
Hungary	Switzerland
Indonesia	Taiwan
Ireland	UK
Israel	Venezuela
Italy	
Japan	
Korea	

QPOP Location – Non-Key Countries (Countries with asterisk are subject to variations in Network Availability and will be treated on an individual case basis.)	
Includes all QPOPs physically located within the following countries:	
Azerbaijan*	Honduras*
Bolivia	Kazakhstan*
China	Latvia*
Columbia	Lithuania*
Costa Rica	Nicaragua*
Ecuador	Poland
Egypt	Romania
El Salvador*	Slovak Republic
Estonia	Thailand
French Guyana*	Turkey
Georgia*	Ukraine*
Guadeloupe*	Uzbekistan*
Guatemala	

**International Frame Relay Service Level Agreement
Attachment B- Frame Relay Latency Objectives in milliseconds**

Regional Targets		WE	EE	ME	SA	AP1	AP2	IN	NAE	NAW	LA	MX
Western Europe	WE	110										
Eastern Europe	EE	155	240									
Middle East	ME	150	240	ICB								
South Africa	SA	ICB	ICB	ICB	ICB							
Asia Pacific (1)	AP1	430	480	480	ICB	200						
Asia Pacific (2)	AP2	450	550	550	ICB	220	190					
India	IN	410	450	450	ICB	250	300	ICB				
North America (East)	NAE	180	250	260	ICB	350	370	370				
North America (West)	NAW	230	300	310	ICB	300	320	320				
Latin America	LA	400	480	480	ICB	600	620	640	300	300	ICB	
Mexico	MX	400	480	480	ICB	500	520	540	200	200	450	ICB

- AP1= China, Hong Kong, Indonesia, Japan, Malaysia, Philippines, Singapore, South Korea, Taiwan, Thailand
- AP2 = Australia, New Zealand
Czech Republic, Greece, Hungary, Poland,
- EE = Romania, Russia
- EW = Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, UK
- IN = India
- LA = Argentina, Brazil, Chile, Columbia, Peru, Venezuela
- ME = Egypt, Israel, Turkey,
- MX = Mexico
Quebec, Ontario,
- NAE = Atlantic U.S. coast gateway
- NAW = British Columbia, Alberta, Saskatchewan, Manitoba, Pacific U.S. coast gateway
- SA = South Africa