PRIVATE ROUTED NETWORK SERVICE LEVEL AGREEMENT

Private Routed Network service is subject to the SLA set forth below. The Private Routed Network SLA is effective as of the first day of the second month after initial installation of Services. Service and associated GSP Network Service only (and not the Remote Access service) shall, collectively, be subject to the service levels set forth in the following Service Level Agreement; 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 service levels. GSP shall have sole responsibility for the GSP Service and its compliance, or failure to comply, with the service levels. 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 service levels set forth herein. Upon Customer's written request to the Call Management Center made within five (5) days of the last day of the month in which the relevant SLA was not met, Customer shall be entitled to the service credits as set forth below.

1 Network Availability Goal

Network Availability Goal. For Qwest Private Routed Network service, the Qwest goal is to maintain 100% network availability at the bandwidth specified in the Service Exhibit.

Components Included. Applicable components of the Qwest IP Network (e.g., POPs, Routers, Circuits), Qwest contracted third party IP Networks, GSP Network, Qwest-provided U.S. local access facilities used to access the domestic networks (e.g., Local Loop) and Qwest managed customer premises equipment are included in the determination of Network Availability.

Network Availability Measurement and Remedies. Network Downtime is measured based on the total outage time incurred by Customer. Network Downtime shall exist when a particular Customer dedicated access port (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. Customer shall be entitled to a service credit equal to the pro-rated charges for one day of Services for the Affected Service for each cumulative hour of Network Downtime.-

2 Network Delay Goal.

Network Delay Goal.

A list of locations corresponding to each Tier is appended to this SLA as Attachment 1, which may be updated by Qwest.

REGION: INTRA US	GOAL	ACTUAL DELAY / REMEDY		
Out of Region	50 ms	51 – 60 ms = 10% of MRC	61 – 80 ms = 15% of MRC	Greater than 80 ms = 20% 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 = 15% of MRC	Greater than 115 ms = 20% of MRC

REGION: INTRA EUROPE	GOAL	ACTUAL DELAY / REMEDY		
Tier 1	60 ms	61 – 70 ms = 10% of MRC	71 – 90 ms = 15% of MRC	Greater than 90 ms = 20% of MRC
Tier 2	135 ms	Greater than 135 ms = 10% of MRC		

REGION: TRANS-ATLANTIC	GOAL	ACTUAL DELAY / REMEDY
All	100 ms	Greater than 100 ms = 10% of MRC

REGION: INTRA ASIA-PACIFIC	GOAL	ACTUAL DELAY / REMEDY		
Tier 1	100 ms	101 – 120 ms = 10% of MRC	121 – 150 ms = 15% of MRC	Greater than 150 ms = 20% of MRC
Tier 2	110 ms	111 – 220 ms = 5% of MRC	Greater than 220 ms = 10% of MRC	
Tier 3	225 ms	226 – 450 ms = 5% of MRC	Greater than 450 ms = 10% of MRC	

REGION: TRANS-PACIFIC	GOAL	ACTUAL DELAY / REMEDY		
All	130 ms	131 – 150 ms = 10% of MRC	151 – 180 ms = 15% of MRC	Greater than 180 ms = 20% of MRC

REGION: EUROPE TO ASIA	GOAL	ACTUAL DELAY / REMEDY		
All	285 ms	286 – 305 ms = 10% of MRC	306 – 335 ms = 15% of MRC	Greater than 335 ms = 20% of MRC

Calculation. The calculation for average roundtrip network delay (Average Network Delay) for a given month is based on the procedure criteria defined as follows:

$$\frac{\Sigma \ (\text{Roundtrip Delay for POP-POP trunks})}{\text{Total Number of POP-POP trunks}} = \text{Average Network Delay}$$

Note: Substitute International Gateway - International Gateway for POP-POP, for Europe to U.S. Network Delay.

Components Included. Applicable components of the Qwest IP Network, Qwest contracted third party IP Networks and GSP Network shall be included in the determination of Average Network Delay. Local access/connection facilities used to access Qwest IP Network, Qwest contracted third party IP Networks or GSP Network (i.e., local loop or tail circuits) and any Customer equipment are not included. The Intra-U.S. region is limited to components of Qwest's continental U.S. IP Network and the GSP Network, if applicable. The Intra Europe and Intra Asia-Pacific regions are limited to the relevant Qwest or partner network POPs located in any particular Tier 1, Tier 2, or Tier 3 location. The Trans-Atlantic region is limited to components of the Qwest or partner network between the Ballston, VA and London POPs. The Trans-Pacific region is limited

to components of the Qwest IP Network between Qwest's Tokyo and San Francisco POPs. The Asia-Europe region is limited to components of Qwest's IP Network between Qwest's Hong Kong and London POPs.

Average Network Delay Measurement and Remedies. Average Network Delay will be measured by software and hardware components capable of measuring application traffic and responses at each POP to be measured for roundtrip delay. Customer shall be entitled to the service credit indicated in the table above for the Affected Service during the calendar month in which the Average Network Delay falls below the Network Delay Goal.

3 Packet Delivery Goal

Packet Delivery Goal. The Qwest goal is to maintain an average monthly packet delivery ratio of 99.5% ("Packet Delivery Goal").

Calculation. The calculation for the Packet Delivery Goal for a given month is based on the procedure criteria as follows:

$$\frac{\Sigma \text{ (Packet Delivery Metric between POP-POP trunks)}}{\text{Total Number of POP-POP trunks}} = \text{Packet Delivery Goal}$$

Components Included. Applicable components of the Qwest IP Network and Qwest contracted third party IP Networks shall be included in the determination of Packet Delivery Goal.

Packet Delivery Measurement and Remedies. The period of time during which the Packet Delivery Goal is not achieved shall be referred to as "Delivery Failure". Delivery Failure shall be measured with respect to a particular Affected Service. Customer shall be entitled to a service credit equal to 10% of the total MRC paid by Customer for the Affected Service during the calendar month in which Delivery failure falls below the Packet Delivery Goal.

4 Administrative Service Delivery Goal

Security Policy Change Goal. The Qwest goal is to process all non-urgent administrative requests for security policy changes within 48 hours from the time the requests are made, excluding weekends and holidays. Customer is limited to 10 changes per week per network.

Components Included. Administrative requests include changes to existing firewall policies and NAT policies.

Administrative Service Measurement and Remedy. Customer may make an administrative request by issuing a trouble ticket within Qwest Control or by calling Qwest Tier II Customer Care. Customer shall be entitled to a service credit to equal to 10% of the total MRC paid by Customer for the Affected Service during the calendar month in which a Security Policy Change Goal was missed.

5 Mean Time to Repair Goal

Mean Time to Repair Goal. For Qwest Private Routed Network services the Qwest goal is to deliver a Mean Time to Repair of four (4) hours from the initiation of a trouble ticket.

Components Included. Applicable components of the Qwest Network (e.g., POPs, Routers) networks(s) of Qwest affiliates and Qwest-provided U.S. local access facilities used to access the domestic networks (e.g., Local Loop) are included in the determination of the Mean Time to Repair Goal.

Calculation. The calculation for the Mean Time to Repair Goal for a given month is based on the procedure criteria defined below.

$$\frac{\Sigma \text{ (Total minutes between opening and closing of all trouble tickets during month)}}{\text{Total number service outages during month}} = \text{Mean Time to Repair Goal}$$

Mean Time to Repair Goal Measurement and Remedies. Mean Time to Repair is measured based on the total time it takes to restore service interruptions. The Mean Time to Repair Goal shall apply to the entire Customer network. Customer shall be entitled to a service credit equal to 10% of the total MRC paid by Customer for the Affected Service during the calendar month in which the Mean Time to Repair Goal is not met.

6 Reporting Level Goal

Reporting Level Goal. For Qwest Private Routed Network services in the United States, the Qwest goal is to report service interruptions, via an agreed upon method, within fifteen (15) minutes or less after a Qwest determination that the Customer's services are unavailable. In connection with the Qwest obligation to contact Customer, Customer must provide a valid telephone number or email address. Customer is solely responsible for providing accurate contact information for Customer's designated point of contact.

Components Included. Applicable components of the Qwest IP Network (e.g., POPs, Routers), network(s) of Qwest affiliates and Qwest-provided US local access facilities used to access the domestic networks (e.g., Local Loop) are included in the determination of the Reporting Level Goal.

Reporting Level Goal Measurement and Remedies. Upon verification by Qwest that Qwest failed to meet Reporting Level Goal, Customer shall be entitled to a service credit equal to 10% of the total MRC paid by Customer for the Affected Service during the calendar month in which the Reporting Level Goal is missed.

7 Qwest Management / Nokia Check Point Goals

<u>Installation Goal</u>. Assuming Customer has complied with its obligations hereunder (e.g., proper installation of CPE), Qwest's goal is to make the Qwest Managed Extension service operational within one (1) business day of final circuit acceptance for Qwest IP access and two (2) business days of final circuit acceptance for providers other than Qwest. Failure to meet this Installation Goal shall result in a one-time credit of fifty percent (50%) of the applicable NRC.

<u>Service Delivery Goal</u>. Each failure to meet the Service Delivery Goals below shall result in a credit equal to one (1) prorated day of the applicable MRC. Customer may designate one (1) request monthly per firewall as urgent, which request will be implemented using commercially reasonable efforts with a target implementation goal of four (4) hours.

Action	Limits	Service Level Goal
Adding, modifying, or deleting users (up to 50)	As needed	24 hours from time request was made, excluding weekends and federal and state holidays
Adding, modifying, or deleting users (over 50)	As needed	24 hours from time request was made plus 24 hours per additional 50 users, excluding weekends and federal and state holidays
Remote Archiving of Log Data	Daily	30 days of log data will be stored at a remote location
Non Urgent Administrative Requests (security policy, route changes)	10/week	24 hours from time request was made, excluding weekends and federal and state holidays

<u>Customer Premises Qwest-Supplied CPE Failure</u>. Customer's sole remedy for failure of the Qwest-Supplied CPE shall be repair or replacement of such Qwest-Supplied CPE. If repair or replacement of the Qwest-Supplied CPE is not reasonably practical, Qwest shall notify Customer and Customer may terminate the Service Exhibit upon ten (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 the 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 send a replacement for the failed system by the end of the next business day for domestic locations. If the failure occurs after-hours, or if Qwest-supplied CPE must be shipped to an international location, the replacement CPE will be shipped within 2 business days. From time to time, Qwest may require that the Site Contact provide and physically access the firewall console and type in commands as instructed by a Qwest engineer. All instructions shall be conducted in the English language. In the event Qwest is managing Customer-owned equipment (the management only option), Customer is required to maintain all applicable software and hardware agreements with the applicable vendor(s).

<u>Qwest CyberCenter Qwest-Supplied CPE Spares</u>. Qwest-Supplied CPE spares are maintained at every CyberCenter with the goal of replacing Customer's Qwest-Supplied CPE within 4 hours of failure.

<u>Qwest Managed Extension Maintenance Windows</u>. In addition to the Normal Maintenance and Urgent Maintenance terms set forth in the Maintenance Window Definition section below, Qwest requires that Customer provide to Qwest a 3-hour maintenance window each month for Qwest to perform system upgrades including, but not limited to, loading load new monitoring utilities and exchanging hardware. Any outage related to such system upgrades shall not be deemed to be Network Downtime. System upgrades may occur outside of the 3-hour maintenance window upon permission from Customer's designated Site Contacts.

8 Service Credit Exceptions and Maximum Credits

(a) Service Credit Exception. Service credits will not be available in cases where actual Service does not meet the SLA Goal as a result of: (i) the negligence, 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; (iii) circumstances or causes beyond the control of Qwest, including instances of Force Majeure; or (iv) scheduled service maintenance, alteration, or implementation. Such credits will be granted only if Customer affords Qwest full and free access to Customer's premises and equipment to make necessary repairs, maintenance, testing, etc. No credits will be granted pursuant to the Reporting Level Goal unless Customer provides Qwest with accurate, current contact information, including a valid pager number, fax number and email address.

(b) Maximum Credits. In the event that Customer is entitled to multiple credits under this SLA arising from the same event, such credits shall not be cumulative and Customer shall be entitled to receive only the maximum single credit available for such event. A credit shall be applied only to the month in which the event giving rise to the credit occurred. Under no circumstances will Customer be entitled to credits in any one calendar month in excess of twenty-five percent (25%) of the MRC paid by Customer for the Affected Service.

9 Maintenance Window Definition

(a) "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 by Qwest only on Sundays 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 the Affected Service is located. Qwest shall provide ten (10) days prior notice of Normal Maintenance.

(b) "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 not give rise to service credits under 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.

ATTACHMENT 1

ASIA REGION

Tier 1	Tier 2	Tier 3
Hong Kong Singapore Tokyo, Japan Sydney, Australia	Indonesia India Korea Malaysia Philippines Taiwan Thailand	Melbourne, Australia New Zealand

EUROPE REGION

Tier 1	Tier 2
Austria Belgium Denmark Finland France Germany Ireland Italy Luxembourg Netherlands Norway Portugal Spain Sweden Switzerland United Kingdom	Czech Republic Greece Hungary Poland Russia