

**QWEST COMMUNICATIONS COMPANY, LLC, d/b/a CENTURYLINK QCC ("CENTURYLINK")
 ANALOG VoIP AND DIGITAL VoIP, UNIFY BUNDLES,
 AND INTEGRATED ACCESS PACKAGES (formerly ONEFLEX® INTEGRATED ACCESS)
 RETAIL SERVICE LEVEL AGREEMENT
 (not applicable to services offered under CenturyLink Wholesale and Enhanced Services Agreements)**

This SLA applies to OneFlex® Integrated Access, Analog VoIP, Digital VoIP, Integrated Access Packages, and Unify Bundles ("Service") ordered by CenturyLink's customer ("Customer") pursuant to a signed agreement ("Agreement") with Qwest Communications Company, LLC, d/b/a CenturyLink QCC ("CenturyLink"). Capitalized terms not defined in this SLA are defined in the Agreement. The IP Network Remedies Portion of this SLA is applicable only to: (a) OneFlex® Integrated Access Service ordered prior to December 8, 2008; (b) Analog VoIP and Digital VoIP Service and associated Approved Connectivity; (c) Integrated Access Packages ordered on or after December 8, 2008; and (d) Unify™ Bundles (collectively, the "Service"). For Customers who purchased a Unify™ Bundle, the Managed Services Managed IPPBX purchased with the bundle will be governed by the relevant portions of the Managed IPPBX SLA located at <http://qwest.centurylink.com/legal/sla.html>, as described in the applicable Managed Services Exhibit. This SLA is effective as of the first day of the second month after initial installation of Services.

Service MRCs Eligible for Credit: MRCs for which a credit will apply are: (a) for OneFlex Integrated Access Service ordered prior to December 8, 2008, (i) the Base Rate MRC plus any Additional Line MRCs, or (ii) the List MRC, as applicable, for OneFlex Integrated Access shown in the Agreement; (b) for Analog VoIP or Digital VoIP Service that is ordered on or after December 8, 2008, the applicable Base Rate and Additional Line MRCs for Analog VoIP or Digital VoIP shown in the Agreement, plus the applicable CenturyLink IQ Networking Internet Port, Private Port or Enhanced Port MRCs for ports used with the Analog VoIP or Digital VoIP Service; (c) for Integrated Access Packages ordered on or after December 8, 2008, the applicable Package and Additional Line MRCs for Integrated Access Packages shown in the Agreement; (d) for Unify Bundles, the applicable Base Rate and Additional Line MRCs shown in the Rate Sheet for Customer's Bundle.

VOICE REMEDIES:

VOICE AVAILABILITY

Voice Availability is based on "Voice Platform Downtime," which exists when a particular circuit over which Affected Service is provided (a "Circuit") is unable to transmit inbound and/or outbound voice calls. Such failure is recorded in the CenturyLink IP Network trouble ticket system. Voice Platform Downtime is measured from the time a master trouble ticket is opened in the CenturyLink 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 CenturyLink's 100% availability goal, Customer qualifies for a percentage credit as shown in the table below, prorated from the MRCs of the Affected Service eligible for credit (as set forth above), 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: The following network and port-related service level goals ("Goals") apply to Internet Ports, Private Ports, and Enhanced Ports (collectively, "CenturyLink IQ Networking Ports") purchased from CenturyLink for use with the Service. The goals associated with the "Latency," "Packet Delivery" and "Jitter" SLAs set forth below are measured using monthly averages of the CenturyLink IP Network, and apply after the Service has been accepted for use.

NETWORK AVAILABILITY

Network Availability is based on "Network Downtime," which exists when a particular Circuit of Customer is unable to transmit and receive data. Such failure is recorded in the CenturyLink IP Network trouble ticket system. Network Downtime is measured from the time the trouble ticket is opened in the CenturyLink 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 MRCs of the Affected Service eligible for credit (as set forth above).

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 MRCs of the Affected Service eligible for credit (as set forth above)	61 – 80 ms = 25% of MRCs of the Affected Service eligible for credit (as set forth above)	Greater than 80 ms = 50% of MRCs of the Affected Service eligible for credit (as set forth above)

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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 MRCs of the Affected Service (eligible for credit (as set forth above)	90% - 99% = 25% of MRCs of the Affected Service eligible for credit (as set forth above)	Less than 89.99% = 50% of MRCs of the Affected Service eligible for credit (as set forth above)

JITTER

Jitter is a measurement of the interpacket delay variance and packet loss in the CenturyLink 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 MRCs of the Affected Service eligible for credit (as set forth above)	3.1 – 4 ms = 25% of MRCs of the Affected Service eligible for credit (as set forth above)	Greater than 4.1 ms = 50% of MRCs of the Affected Service eligible for credit (as set forth above)

Components Included. Except as otherwise set forth herein, all components (e.g., POPs, Routers, Circuits) of the CenturyLink IP network ("CenturyLink IP Network") are covered by this SLA. Solely for purposes of the "Network Availability SLA," the components of the CenturyLink IP Network will include all of the CenturyLink facilities from the CenturyLink 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 CenturyLink'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 CenturyLink), extended wiring, and inside wiring) or other equipment at the Customer address. All other SLAs are measured solely between the relevant POPs.

Remedies. To be eligible for service credits under this SLA, Customer must be in good standing with CenturyLink and current in its obligations. To receive service credits, Customer must contact either their CenturyLink account representative or CenturyLink 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 goal 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 MRCs of the Affected Service eligible for a credit with respect to Network Availability; or (b) 100% of the MRCs of the Affected Service eligible for a credit with respect to the other SLAs. "Affected Service" refers to the Service over a particular 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. Additionally, the total in the aggregate of all credits issued in one month under this SLA or any other SLAs that could apply (including but not limited to credits that may apply under the CenturyLink IQ Networking or CenturyLink On-Net Local Access SLAs), may not exceed the equivalent of 100% of the MRCs eligible for credit (as listed above) 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 CenturyLink (including but not limited to any Customer-Supplied CPE used with the Affected Service); (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 CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to 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) CenturyLink'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.

Maintenance Window Definition. Maintenance will be classified as one of the following two types:

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 between the hours of 11:00 PM and 6:00 AM Local Time. For purposes of this SLA, "Local Time" means 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. CenturyLink 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 Cancellation Charges if, in any single calendar month: (a) Network Downtime for a Circuit exists for at least 24 hours in the aggregate; or (b) any single event entitling Customer to credits under Network Availability for a Circuit exists for a period of at least eight consecutive hours. Such termination must be conducted by written notice to the CenturyLink Dublin Service Center, with a courtesy copy to the attention of CenturyLink'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 CenturyLink.

The provisions of this SLA state Customer's sole and exclusive remedies for Service interruptions or Service deficiencies of any kind whatsoever.