

Qwest Corporation 1600 7th Avenue, Room 3206 Seattle, Washington 98191 (206) 345-1568 Facsimile (206) 343-4040

Mark S. Reynolds Senior Director – Regulatory Policy and Law

November 7, 2005

Ms. Carole Washburn, Executive Secretary Washington Utilities and Transportation Commission P.O. Box 47250 Olympia, Washington 98504-7250

Attn: Kathy Folsom

RE: WAC 480-146-350 Affiliated Interest Agreement

Dear Ms. Washburn:

In accordance with WAC 480-120-375, Qwest Corporation is filing notification of the enclosed affiliated interest agreement between Qwest Corporation ("QC") and Qwest Communications Corporation ("QCC"). This is Amendment 3 to the Qwest Total Advantage Agreement. The original Qwest Total Advantage Agreement was filed on March 1, 2005 under Docket No. UT-050304.

Please call Gayle Williams on 206-345-3308 if you have any questions or require any additional information.

Very truly yours,

for Mark Reynolds

Enclosure

AMENDMENT NO. 3 TO QWEST TOTAL ADVANTAGE® AGREEMENT

THIS AMENDMENT NO. Three (this "Amendment") by and between Qwest Communications Corporation ("Qwest") and Qwest Corporation ("Customer"), hereby amends the Quest Total Advantage Agreement, Quest Content ID: 106204, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. For the purposes of this Amendment and the Agreement, Qwest and Customer shall be

deemed not to be Affiliates of each other.
Qwest and Customer wish to amend the Agreement as follows:
1. Term and Revenue Commitment. By checking one of the boxes below, Customer indicates whether it is increasing the length of its existing Term and/or increasing the amount of its existing Revenue Commitment as set forth in the Agreement. Customer understands and agrees that it may not decrease the length of its existing Term or reduce the amount of its existing Revenue Commitment. If no boxes are checked in this Section 1, Customer's existing Term, existing Revenue Commitment, and existing QTA Discount as set forth in the Agreement will remain in effect.
☐ If New Term only. Customer's existing Revenue Commitment; new Revenue Commitment Term (if such phrase is used in the Agreement) or Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are Not Applicable.
☐ If New Revenue Commitment only. Customer's new Revenue Commitment; existing Revenue Commitment Term (if such phrase is used in the Agreement) or Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are Not Applicable.
☐ If New Term and Revenue Commitment. Customer's new Revenue Commitment; new Revenue Commitment Term (if such phrase is used in the Agreement) or Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are Not Applicable.
Any new Revenue Commitment Term or Term, as applicable, and Revenue Commitment in this Section 1 will commence on the Amendment Effective Date. The new QTA Discount and the new Qwest Total Advantage rates in the Services Schedule or Tariff applicable to Customer's existing Services, if any, will become effective at Qwest's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date. The new QTA Discount in this Section 1 is otherwise in lieu of, and supersedes and replaces in its entirety, the QTA Discount that Customer previously received under the Agreement.
2. Addition of Services. By checking the box below, Customer indicates it is adding a new Service Exhibit to the Agreement. If the box is not checked below, Customer's existing Services as set forth in the Agreement will remain in effect.
☐ If New Service Exhibit(s) Is/are being added.
Customer requests through this Amendment to add new Service(s) and corresponding new Service Exhibit(s) to the Agreement. The Services set forth in the Service Exhibit(s) attached to this Amendment will be added to, and constitute a part of, the Agreement and the existing Services. The definition of Services in the Agreement will include the Services in the Service Exhibits attached to this Amendment. Customer requests the following new Services: Dedicated Hosting Service Exhibit and Managed Hosting Service Exhibit
3. Modifications. The Agreement is amended as follows:
 (a) The definition of "Contributory Charges" is amended to include QCC Qwest Choice™ Unlimited, and "Qwest Wireless Contributory Service", which is business wireless phone service provided by Qwest Wireless, L.L.C. (b) If Qwest Interprise America, Inc.'s ("QIA") CPE Terms are attached to the Agreement, the QCC signature on this Agreement means that QCC is acting as QIA's agent for those terms.
4. Miscellaneous. This Amendment will be effective as of the date it is executed by Qwest after the Customer's signature (the "Amendment Effective Date") and be deemed incorporated by reference into the Agreement; provided, however, if under applicable law, this Amendment, or notice thereof, must be filled with a governmental entity, including, but not limited to, a state public utility commission, this Amendment shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter

In confirmation of their consent and agreement to the terms and conditions set forth in this Amendment and intending to be legally bound hereby, the parties have executed this Amendment as of the date set forth below.

herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

CUSTOMER: QWEST CORPORATION	QWEST COMMUNICATIONS CORPORATION
By: Mile A Start	By: Xoute Citally
Name: Carla Stewart	Name: Lora the A. Huft
Title: VP-Finance	Title: Director
Date: 1/2/05	Date: 11-1-0-5

Page 1

Copyright © 2005 Qwest. All Rights Reserved. v2.050205

The terms set forth in this Exhibit apply to all dedicated hosting customers of Qwest. If Customer wishes to order managed hosting service, then Customer will need to enter into a separate Service Exhibit and SOW.

1. **Definitions.** Except as set forth in this Section or as otherwise set forth in this Exhibit, capitalized terms will have the definitions assigned to them in the Agreement. Except as otherwise set forth herein, technical terms commonly used in the industry that appear in this Exhibit will be so construed.

"Authorized Representative" means an individual (e.g., employee, contractor, etc.) that Customer designates in writing as having authority to access the CyberCenter and Premises on Customer's behalf. Customer may, at no additional charge, designate up to three Authorized Representatives who will each be granted CyberCenter facility access badges. Any additional Authorized Representatives will be granted CyberCenter facility access badges at the price set forth in the "Additional Services" section of the Hosting Order Form. Customer may replace an Authorized Representative upon 10 business days prior written notice.

"CyberCenter" means a particular Qwest facility within which the Premises are located.

"Hosting Order Form" means the Order Form detailing the Hosting Services, service components and additional features, including the applicable rates, charges and quantities for each (i.e., the pricing tables) ordered by Customer.

"iQ SLA" means the Qwest iQ Networking™ SLA set forth on Qwest's web site at http://qwest.com/legal/sla.html, as modified by this Service Exhibit.

"Minnesota Hosting": (a) references to CyberCenter in this Service Exhibit will mean the Qwest data center located at 600 Stinson Blvd., Minneapolis, Minnesota 55413 ("Data Center"); (b) Managed Hosting Service and cages are not available in the Data Center; (c) Qwest security cameras do not monitor the Data Center; (d) access badges are not provided for the Data Center; and (e) Escorts (as defined herein) are always required at the Data Center.

"Premises" means that area within a CyberCenter in which CPE is installed.

"SLA" means service level agreement.

"Software" means software (including third party software) and related documentation, if any, provided by Qwest to Customer in connection with the Service.

"Start of Service Date" means the date upon which Qwest makes the applicable Service available for Customer's use regardless of whether Customer is ready to actually begin using the Service or additional Customer equipment is to be installed.

2. Service Description.

- 2.1 This Exhibit sets forth the description of Qwest's Dedicated Hosting service (referred to herein as the "Service" or the "Hosting Service") as provided pursuant to the Agreement. All terms and conditions of this Exhibit and the Hosting Order Form and the Agreement entered into between the parties will prevail over any conditions in any other Order Form, Customer purchase orders. payments or other forms. A detailed, technical description of the Hosting Service and its various components (the "Service Description"), which is subject to change at Qwest's sole discretion, is available upon request from the Qwest sales representative. The Service Description is subject in all respects to the Agreement between Customer and Qwest. In addition to the termination remedies set forth in the Agreement, Customer may terminate this Exhibit without liability (other than for charges accrued but unpaid as of the termination date) upon 30 days prior written notice if Qwest materially and adversely changes the Service Description, so long as written notice of such termination is delivered to Qwest within 30 days of the effective date of such material adverse change. If Customer does not deliver such notice to Qwest within the specified period, Customer will be deemed to have waived its right to terminate this Exhibit. In general, the standard Hosting Service is comprised of the following service components and features and will vary depending upon those Services, features, and components that Customer orders pursuant to the Hosting Order Form: (a) CyberCenter facilities; (b) dedicated hosting space (e.g., rack or cabinet); (c) power; (d) hosting management, consulting or administration services, as provided pursuant to a separate Managed Hosting Service Exhibit ("Managed Hosting Terms"); (e) monitoring systems and personnel; (f) notification and reporting of various Service-related events; (g) Internet bandwidth connectivity (as more fully described herein); and (h) 24x7 call center and customer support. The Service includes a high-speed network connection to the Internet via an Ethernet LAN connection from the CPE to the Qwest backbone. In connection with standard Hosting Services, Customer may also order from Qwest managed Hosting Services and/or data storage services, which are each provided pursuant to separate Service Exhibits. All Service is subject to facilities and capacity availability. Prior to providing Service, a completed Hosting Order Form must be submitted by Customer and accepted by Qwest and will be governed by the terms of the Agreement and this Exhibit. Qwest reserves the right to reject any Hosting Order Form in its reasonable discretion. If Customer wishes to make any changes (i.e., modifications and/or additions) to its existing Service, Customer must execute a new Hosting Order Form containing such changes and the applicable new MRCs and/or NRCs. The effective date for the new charges will be as of the date that Qwest makes the requested change in the Services. Under no circumstances may Customer decrease the Ethernet Bandwidth that Customer previously ordered.
- **2.2** All use of the Service will comply with the Qwest Acceptable Use Policy, which is posted at http://www.qwest.com/legal/. The AUP is incorporated by reference and made a part of this Service Exhibit. Qwest may immediately suspend the Service for any violation of the AUP. Qwest may change the AUP at any time and such change will be effective upon posting to the website. Customer represents and warrants that as of the Effective Date, Customer has accessed, read, and understands the AUP.

3. Hosting Terms.

3.1 Premises.

- (a) License Grant. Qwest hereby grants Customer a limited, personal, non-exclusive, non-transferable license ("License") to access the CyberCenter as reasonably necessary in order to install, maintain, and operate Customer's CPE and the Customer Web Site (if applicable) within the Premises. Customer and its Authorized Representatives will access and use the CyberCenter and Premises only for the foregoing purposes and to interconnect with Qwest's network. The License is coterminous with the term of Service ordered hereunder and is subject and subordinate to the underlying ground or facilities lease or other superior right by which Qwest has acquired its interest in the CyberCenter. Customer has no rights as a tenant or otherwise under any property or landlord/tenant laws, rules, or regulations. Neither the License, nor the use of the CyberCenter or payment of any charges by Customer will: (a) create or vest in Customer any easement or any other real property right (including any roof or subfloor rights) of any nature in the Premises or CyberCenter; nor (b) limit or restrict Qwest's right to access, operate, and use the CyberCenter and facilities therein. Any additional access or property rights including, but not limited to, any roof or subfloor rights will be contemplated and granted under separate agreement.
- (b) Access to Premises. Customer and its Authorized Representatives will comply with the requirements of any lease, rules and regulations of Qwest or its lessor, including, but not limited to, the Qwest Standards for Facility Security and Rules of Conduct (the "Standards"). A current copy of the Standards, which are subject to change at Qwest's sole discretion, is available upon request from the Qwest account representative. The following items are prohibited in the CyberCenter: explosives, tobacco-related products, weapons, cameras (e.g., video, web, etc.), video tape recorders, flammable liquid or gases or similar materials, electromagnetic devices, or other materials or equipment that Qwest, at any time and at its sole discretion, deems prohibited. Only Authorized Representatives are permitted to access the Premises and the CyberCenter on Customer's behalf. Qwest, at its sole discretion, may refuse to allow an Authorized Representative to enter the CyberCenter. Authorized Representatives entering the CyberCenter in order to access the Premises may, at Qwest's sole discretion, be required to be accompanied by an authorized employee or agent of Qwest (the "Escort"). All of Customer's work in the CyberCenter and Premises will be performed in a safe and workmanlike manner. Customer and its Authorized Representatives will not alter or tamper with any property or space within the CyberCenter. Customer's work operations in the CyberCenter may be suspended if, in Escort's sole discretion, any hazardous conditions arise or any unsafe or insecure practices are being conducted. Customer will defend, indemnify, and hold harmless Qwest, its affiliates, and contractors from any claims, liabilities, costs, and expenses (including reasonable attorney's fees), arising out of or related to any damages caused by Customer, its Authorized Representatives, employees, agents, and contractors to any part of the CyberCenter or the equipment of Qwest or Qwest's customers.

3.2 CPE.

- (a) CPE and Software Ordering. Customer is solely responsible for assessing its own computer and transmission network needs and the results to be obtained therefrom. Except as set forth in the Service Description or unless the parties agree in writing otherwise, Customer is solely responsible for the ordering, installation, operation, and Service compatibility of all CPE required to enable Customer to receive the Service. Prior to installation and thereafter upon Qwest's reasonable request, Customer will provide Qwest an updated list of all CPE installed or to be installed in the Premises. If requested by Customer, Qwest will, subject to availability, obtain certain CPE (which also may include Software and/or other materials) on Customer's behalf. Any CPE provided to Customer by Qwest will be provided pursuant to the terms of a separate agreement or order form. Customer will purchase the CPE and/or Software, as applicable, from Qwest and pay to Qwest all charges associated therewith, including any applicable shipping charges. If any CPE or Software impairs Customer's use of any Service: (i) Customer will remain liable for the payment of all Service charges; and (ii) any applicable Service specifications or service levels may not apply. All CPE and Software provided by Qwest are subject to the terms, rights, and warranties set forth in the manufacturer's or publisher's warranty or end-user license applicable to such CPE or Software, with no warranty of any kind from Qwest. Customer grants Qwest a security interest in the CPE and other Customer property located in the CyberCenter for purposes of securing any amounts owed by Customer to Qwest.
- (b) Installation and Changing of CPE. Except as otherwise set forth in the Service Description, Customer will, at its sole cost and expense, engineer, furnish, install, and test all CPE in accordance with this subsection. If, however, Qwest is installing CPE on Customer's behalf, then certain provisions of this subsection may not apply. Prior to installing CPE ("CPE Installation") or making any CPE or logical configuration changes ("CPE Change"), Customer must so notify Qwest in writing. In the case of CPE Installation, Customer must submit engineering plans and specifications in the form required by Qwest ("CPE Installation Plans") to Qwest for approval. Qwest will provide a written response ("Qwest Response") to the CPE Installation Plan that will include space assignment, any applicable NRCs in order to prepare the CyberCenter or Premises for Customer's use (such as custom wiring, custom construction of cage or dividing walls, etc.), and the date when the Premises will be ready for installation of the CPE. In the case of CPE Change, Customer must advise Qwest in writing of the nature of such CPE Change and may not attempt to make such CPE Change until Qwest approves such CPE Change in writing. Qwest will notify Customer of its approval of such CPE Installation Plans or CPE Change as soon as commercially reasonable (which in some cases will be immediate approval, but will not be later than five business days after receiving Customer's written notice). CPE Installation and CPE Changes will not begin until Qwest grants permission to commence same which may be under the direct supervision of an Escort. All CPE will be clearly labeled with Customer's name and contact information. Upon completion of CPE Installation, Customer will remove all installation material from the CyberCenter and Premises and will restore same to their pre-installation condition.

- (c) Maintenance. Qwest will conduct routine, scheduled maintenance within its CyberCenters as set forth in the SLA, during which time the CPE may be inaccessible by Customer or unable to transmit or receive data. Unless Qwest expressly agrees otherwise in writing, Qwest will have no obligation to maintain the CPE and/or any Customer software.
- (d) CPE Relocation. Qwest may, upon 30 days prior written notice, relocate any CPE ("Non-Emergency CPE Relocation") and will use commercially reasonable efforts to relocate such CPE to a location which will afford comparable environmental conditions and accessibility. The parties will work together in good faith to minimize any potential, resulting disruption of Service. If an emergency event requires the immediate rearrangement or relocation of CPE ("Emergency CPE Relocation"), Qwest may rearrange or relocate the CPE (as is reasonably necessary to respond to the emergency (using the same care in handling its own equipment), and Customer authorizes Qwest to take such remedial actions. Qwest will use reasonable efforts to notify Customer prior to performing the Emergency CPE Relocation. Qwest will bear the cost of any Emergency CPE Relocation or any Non-Emergency CPE Relocation and will reimburse Customer for any direct damages caused to the CPE as a result of the CPE relocation where such damage is due to Qwest's gross negligence or willful misconduct.
- (e) CPE Inspection. Qwest may, but is not obligated to, make periodic inspections of CPE ("CPE Inspection") upon reasonable advance written notice to Customer, and Customer has the right to be present during CPE Inspection. If such prior notice is not commercially practicable, Qwest may make such CPE Inspection immediately, but will provide notice of the CPE Inspection thereafter to Customer. The making of, or failure to make, CPE Inspections will not give rise to any new, or alter any existing, obligations or liabilities of the parties under this Exhibit. If Customer's CPE is not installed and maintained in accordance with the terms of this Exhibit, and Customer has not corrected such non-compliance within 10 days after receipt of notice thereof, Qwest may suspend the Services, and/or correct such non-compliance at Customer's expense. If such condition poses either an immediate threat to people or to Qwest's CyberCenter or network facilities, Qwest may, immediately and without notice, perform such work and undertake any reasonably necessary action ("Corrective Action"). If Qwest engages in such Corrective Action, Qwest will not be liable for any CPE damage or Service interruption. As soon as practicable after taking such Corrective Action, Qwest will so notify Customer in writing and Customer will reimburse all expenses reasonably incurred by Qwest in connection therewith.
- (f) Removal of CPE. Within 10 calendar days of the expiration or termination of this Exhibit or the Agreement, Customer will: (i) return any CPE that is owned or leased by Qwest to a CyberCenter employee; and (ii) remove all other CPE (including any other Customer property located in the CyberCenter) from the CyberCenter, all at its own cost and expense (except where Qwest provides such CPE removal service in the case of certain managed Hosting Services). If Customer fails to remove its CPE as required by this subsection, Qwest may, upon 10 calendar days written notice, either: (iii) return such CPE to Customer's address set forth in the Agreement; or (iv) deem such CPE to be abandoned and remove it to secure storage, and/or liquidate or otherwise dispose of the CPE in any commercially reasonable manner. Qwest has no liability to Customer and Customer bears risk of loss and is responsible for all associated costs and expenses (including reasonable attorneys' fees) associated with such CPE removal. Notwithstanding anything to the contrary contained in this subsection, if Customer owes Qwest an outstanding balance at the expiration or termination of this Exhibit or the Agreement, Qwest may, in addition to the foregoing remedies, retain any CPE or other Customer property located in the CyberCenter, and upon 10 calendar days written notice to Customer, sell them to satisfy such unpaid sums. Any proceeds of such sale that remain after costs of sale (including reasonable attorneys' fees) and satisfaction of any outstanding balance owed by Customer to Qwest will be returned to Customer.
- **3.3** Insurance. In order to provide Customer with physical access to the CyberCenter and proximity to equipment owned by third parties, Customer will at all times during the Term of this Exhibit, and at its own cost and expense, carry and maintain the following insurance coverage with insurers having a minimum "Best's" rating of A VII (A-7):
- (a) "All Risk" Property insurance covering all CPE located in the Premises in an amount not less than its full replacement cost;
- (b) Commercial General Liability insurance covering claims for bodily injury, death, personal injury, or property damage (including loss of use) occurring or arising out of the license, use or occupancy of the CyberCenter or Premises by Customer, including coverage for premises-operation, products/completed operations, and contractual liability with respect to the liability assumed by Customer hereunder. The limits of insurance will not be less than: (i) Each Occurrence \$2,000,000; (ii) General Aggregate \$4,000,000; (iii) Products/Completed Operations \$2,000,000; and (iv) Personal & Advertising Injury \$2,000,000;
- (c) Professional Liability insurance (including Multimedia Errors & Omissions insurance) insuring against any liability arising out of the use or publication of the Customer Data (as defined herein) or the Customer web site at the CyberCenter. Such insurance will be in the amount of \$2,000,000. Such insurance will provide a retroactive date prior to the date of this Agreement and an extended reporting period of not less than three years after the termination of this Exhibit;
- (d) Workers' Compensation insurance with statutory limits as required in the state(s) of operation; and providing coverage for any employee entering onto the Premises, even if not required by statute. Employer's Liability or "Stop Gap" insurance with limits of not less than \$100,000 each accident; and
- (e) Comprehensive Automobile Liability insurance covering the ownership, operation, and maintenance of all owned, non-owned, and hired motor vehicles used in connection with this Agreement, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage.

The insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance. If applicable, Customer will require its subcontractors and agents to maintain the same insurance. Customer will forward to Qwest certificate(s) of such insurance upon the effectiveness of this Agreement and upon any renewal of such Page 4

Copyright © 2005 Qwest. All Rights Reserved.

insurance during the Term. The certificate(s) will provide that: (f) Qwest Communications Corporation (and its participating affiliates) be named as additional insured as their interest may appear with respects the Agreement; (g) 30 days prior written notice of cancellation, material change or exclusion to any required policy will be given to Qwest; and (h) coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Qwest.

4. Obligations of the Parties.

- **4.1** Customer agrees that Qwest may publicly refer to Customer, orally and/or in writing, as a dedicated hosting customer of Qwest (e.g., sample client list), and upon termination of the Agreement, Qwest's right to refer to Customer as a dedicated hosting customer will terminate. Any other public reference to Customer by Qwest requires the express written consent of Customer.
- 4.2 Subject to reasonable availability and in connection with the Service, Qwest will, at Customer's reasonable request, assign Internet address space and/or order domain names for the benefit of Customer, and Qwest will route those addresses on Qwest's network; it being understood and agreed that neither Customer nor any of its End Users will have the right to route these addresses. Qwest will retain ownership of all such

IP addresses, and upon termination of this Exhibit, Customer's access to such IP addresses will terminate. Customer will directly pay any MRCs and NRCs associated with the domain names to the domain name registrar.

- **4.3** Qwest exercises no control over Customer's content (e.g., text, data, images, sounds, programs, code, etc.) and other materials transmitted through the Services hereunder ("Customer Data"). Customer is solely responsible for the management of the Customer Data and its compliance with the AUP.
- 5. Term/Termination. The term of this Exhibit commences upon the Amendment Effective Date and concludes upon the expiration or termination of the last-to-expire (or terminate) Service ordered hereunder. The term for Service ordered hereunder will commence on the Start of Service Date and will continue for 12 months from the Start of Service Date, unless a longer term commitment is indicated in the Hosting Order Form (the "Minimum Service Term"). After the conclusion of the Minimum Service Term. the Service will automatically renew and remain in effect for consecutive one year renewal terms ("Renewal Term"). Upon written notice to the other party at least 60 days prior to the conclusion of any such Minimum Service Term or Renewal Term, as the case may be, either party may terminate the Service associated with this Exhibit. If Customer was granted a discount or waiver of any NRCs hereunder based upon Customer's Minimum Service Term commitment ("NRC Discount") and if the Services provisioned hereunder are terminated prior to the conclusion of such Minimum Service Term for reasons other than by Customer for Cause, Customer will pay to Qwest an amount equal to the NRC Discount, in addition to any other applicable charges set forth in the Agreement. Should Customer cancel any Service prior to the Start of Service Date, Customer will pay to Qwest all costs incurred by Qwest up to the date of cancellation. If Customer requests a partial turn-down of Service prior to the conclusion of the Minimum Service Term, Customer will pay all applicable early Cancellation Charges for the affected Services. "Cancellation Charge" means an early cancellation charge that is imposed if Hosting Service is terminated prior to the conclusion of the thencurrent term; such cancellation charge will equal 50% of the then-current MRCs multiplied by the number of months, or portion thereof, remaining in the then-current term.
- 6. Rates. Customer will pay all applicable MRCs and NRCs as set forth in the Hosting Order Form. Billing will commence as of the Start of Service Date. For each Order Form issued under this Exhibit, Qwest agrees to not modify the rates during the first 12 months following the Start of Service Date ("Rate Lock Term"), unless such modification is based upon Regulatory Activity. "Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body, or court of competent jurisdiction. After the expiration of the Rate Lock Term, Qwest may modify the rates for existing Service or eliminate certain components of the Service upon 60 calendar days prior written notice to Customer; provided, however, Qwest may reduce the 60 day notice period, as necessary, if such modification is based upon Regulatory Activity. If Qwest materially increases the rates for existing Service, Customer may terminate the affected Service, so long as written notice of such termination is delivered to Qwest within 30 calendar days of the effective date of such change. If Customer does not deliver such notice to Qwest within such 30 day period, Customer will be deemed to have waived its right to terminate the affected Service. All rates and charges for new Services will be quoted by Qwest on an "individual case basis." Pricing for non-standard Services (including, without limitation, any non-standard professional or consulting service requested by Customer or its Authorized Representative) are provided by Qwest at Qwest's then-current rates. The rates for Service do not include any costs associated with CPE, all of which charges will be additional. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in this Exhibit, the Hosting Order Form or in an attachment to this Exhibit, all of which will be signed by Customer and subject to acceptance by Qwest in the form of countersignature. The rates set forth in this Service Exhibit or in the Hosting Order Form, before the application of discounts, will be used to calculate Contributory Charges. The Service is not entitled to the QTA Discount.

7. DEDICATED HOSTING SLAS.

7.1 IQ SLA. THE INTERNET BANDWIDTH COMPONENT OF THE HOSTING SERVICE PROVIDED HEREUNDER IS SUBJECT TO THE IQ SLA. FOR DEDICATED HOSTING CUSTOMERS, THE QWEST IP NETWORK, WHICH IS A COMPONENT WHEN MEASURING THE IQ SLA (I.E., NETWORK AVAILABILITY, NETWORK DELAY AND REPORTING LEVEL GOALS), WILL ALSO INCLUDE ALL NETWORK EQUIPMENT UP TO, BUT NOT INCLUDING, THE FIRST CUSTOMER DEVICE WHICH IS CONNECTED TO A QWEST-OWNED SWITCH. CPE LOCATED IN CUSTOMER'S PREMISES IS SPECIFICALLY EXCLUDED AS A COMPONENT AND WILL NOT BE FACTORED IN WHEN DETERMINING THE IQ SLA. IN ADDITION, THE METHOD OF NOTIFYING CUSTOMER THAT THE SERVICE IS UNAVAILABLE (SEE "REPORTING LEVEL GOAL" SET FORTH IN THE IQ SLA) WILL VARY DEPENDING UPON WHICH LEVEL OF SERVICE FOR WHICH CUSTOMER CONTRACTS (E.G., QWEST WILL NOTIFY CUSTOMER VIA EMAIL IF PROVIDING "ENHANCED" SERVICE, AND VIA EMAIL, FAX, AND/OR PHONE IF PROVIDING "PREMIUM" SERVICE).

7.2 Additional SLAs.

- (a) Colocation Implementation SLA. Qwest will make available Customer's dedicated hosting space (e.g., rack or cabinet) and Ethernet Port within 10 business days commencing from the time Customer's order is confirmed by Qwest's Implementation Services Group ("ISG") manager. Implementation is considered complete once the space and Ethernet Port are available for customer use.
- (b) HVAC SLA. Qwest will maintain redundant HVAC support for the raised floor in the CyberCenter in order to maintain an appropriately air-conditioned environment (between 55 degrees and 85 degrees Fahrenheit) and proper relative humidity level (between 20% and 65%), as measured by Qwest ("HVAC SLA"). If the temperature and/or humidity fails to comply with the HVAC SLA, Qwest will have four hours to remedy the non-compliance before Customer will be entitled to any HVA SLA credits.
- (c) Credits. If Qwest fails to meet the Colocation Implementation SLA or the HVAC SLA, as measured by Qwest, Customer's sole and exclusive remedy is service credits in the amount of: (i) in the case of the Implementation SLA, a one-time, nonrecurring credit equal to \$2,000; or (ii) in the case of the HVAC SLA, one day's pro-rated MRCs associated with Customer's rack or cage MRC for each cumulative hour beyond the four hour remedy period that the Service failed to comply with the HVAC SLA; provided, however, under no circumstances will Customer be entitled to HVAC SLA credits in any one calendar month in excess of charges for seven days of MRCs.
-) Credits Requests. Customer must initiate a written request within five business days of the last day of the month in which the particular SLA outage occurred. A credit will be applied only to the month in which the event, giving rise to the credit, occurred. Outages spanning month-end will be handled as a single outage and credited appropriately. Any SLA credits will be promptly issued against Customer's invoice.
- (e) Exceptions. Service credits will not be available in cases where the Implementation SLA or HVAC SLA are not met 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 controlled by Qwest; (iii) circumstances or causes beyond the control of Qwest, including instances of Force Majeure Events; or (iv) scheduled service maintenance, alteration, or implementation, including Normal Maintenance (as defined in the iQ SLA).

8. Backup Service.

- 8.1 Description of Backup Service. Qwest offers four levels of Backup Service: (a) "Managed Tape Backup" (i.e., disk to tape); (b) "Remote Tape Backup" (i.e., backup of server(s) located outside of a Qwest CyberCenter to a tape library located within a Qwest CyberCenter); (c) "Non-Disruptive Backup" (i.e., primary to point-in-time copy to tape); and (d) "Point-in-Time Copy" (i.e., critical availability redundant access third mirror). Customer may only order "Managed Tape Backup" or "Remote Tape Backup" service under this Exhibit, which are ordered pursuant to the Hosting Order Form. If Customer wishes to order "Non-Disruptive Backup" or "Point-in-Time Copy" Backup Services, Customer must also purchase Storage Services from Qwest, which are provided pursuant to a separate Service Exhibit. A more detailed, technical description of the Backup Services and its various features and components (the "Backup Service Description"), which is subject to change at Qwest's sole discretion, is available upon request from the Qwest account representative. The Backup Service Description is subject in all respects to the Agreement between Customer and Qwest. In addition to the termination remedies set forth in the Agreement, Customer may terminate this Exhibit without liability (other than for charges accrued but unpaid as of the termination date) upon 30 calendar days prior written notice if Qwest materially and adversely changes the Backup Service Description, so long as written notice of such termination is delivered to Qwest within 30 calendar days of the effective date of such material adverse change. If Customer does not deliver such notice to Qwest within the specified period, Customer will be deemed to have waived its right to terminate this Exhibit.
- **8.2 Provision of Backup Service.** In order to properly configure and provide Backup Service, Customer must allow Qwest to log onto the Customer's server at the time of installation to validate the Network Interface Card (NIC), unless Qwest is already provided with root access in connection with the provision of certain managed Hosting Service. Customer will notify Qwest of any requested changes to their Hosting Services environment (e.g., reconfiguration of servers, changes in connectivity, Software, operating system, patches, etc.) that may affect the Service provided hereunder. Qwest has no responsibility or liability for maintaining or supporting Customer's applications or monitoring of Customer's database tables or other internal database features.

8.3 Backup SLAs.

(a) Managed Tape Backup and Remote Tape Backup – "Restore SLA": Qwest will restore Customer's files from off-line storage to on-line storage. The maximum time to commence backup file restoration depends upon the location of the off-line storage media. The Backup SLA and corresponding Service credits (which are stated as a percentage of the MRC associated with the affected Backup Service) are set forth in the below table.

Off-line Storage Location	Maximum Time to Begin Restore	% of Monthly Invoice Credit
On-line Backup	Within thirty (30) minutes of notification to Qwest Customer Care	15%
On-site tape	Within thirty (30) minutes of notification to Qwest Customer Care	15%
Off-site tape	Within two (2) hours of receiving tape from offsite vaulting facility	15%

(b) Remote Tape Backup (only) – "Start Scheduled Backup Jobs SLA": Qwest will successfully start 95% of all: (i) scheduled and re-scheduled file system backup jobs; or (ii) database backup classes, within one hour of scheduled or re-scheduled start time

over the course of a calendar month. "Re-scheduled file system backup jobs" refers to those jobs that for whatever reason did not complete during the original allotted time, which may be the result of failed initial backup jobs or Customer request. The rescheduled start time will be mutually agreed upon between Qwest and the Customer. If Qwest fails to meet the Start Scheduled Backup Jobs SLA in any month, Customer will be entitled to a service credit equal to: the number of remote backup jobs that failed to meet the 95% performance criteria, divided by the total number of remote backup jobs for that month, multiplied by the MRC for that month for the specific Customer server(s) affected.

(c) Any credits due pursuant to the Backup SLA will only be applied against the MRCs of the affected Backup Service and will not apply to any other MRCs or NRCs, including, without limitation, any charges associated with the Hosting Service or any other services provided by Qwest. Service credits will not be available in cases where the Backup SLA is not met as a result of:
(i) the negligent acts or omissions of Customer, its employees, contractors, or agents or its end users, including, without limitation, any breach of the Provision of Backup Service Section of this Exhibit; (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 Events; or (iv) scheduled service maintenance, alteration, or implementation (as defined herein). Backup SLAs only apply to Backup Services provided by Qwest. Accordingly, there are no SLAs associated with the availability (or unavailability) of Customer's applications or monitoring of Customer's database tables or other internal database features. If Customer is entitled to multiple credits under the Backup SLAs and the iQ SLA 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 (e.g., Customer will not be entitled to "double credits" in the event of network unavailability). Notwithstanding the foregoing, Customer may be entitled to separate, overlapping credits in the event of unrelated events affecting the Backup Service. Under no circumstances will Customer be entitled to credits in any one calendar month in excess of charges for 30 days of Backup Service. Customer's remedies for any and all claims relating to the Backup Service will be limited to those set forth in the Backup SLA

9. Monitoring Service.

- 9.1 Description of Monitoring Service. In connection with Customer's Hosting Service, Qwest will provide monitoring services ("Monitoring Services") of the following: (a) operating systems (OS); (b) web servers; (c) web applications; and (d) databases. There are no SLAs associated with the Monitoring Service. If Customer wishes to order management services for its OS, web servers/applications or databases, Customer must purchase Managed Hosting Services from Qwest, which are provided pursuant to a separate Service Exhibit. A more detailed, technical description of the Monitoring Services and its various features and components (the "Monitoring Service Description"), which is subject to change at Qwest's sole discretion, is available upon request from the Qwest account representative. The Monitoring Service Description is subject in all respects to the Agreement between Customer and Qwest. In addition to the termination remedies set forth in the Agreement, Customer may terminate this Exhibit without liability (other than for charges accrued but unpaid as of the termination date) upon 30 calendar days prior written notice if Qwest materially and adversely changes the Monitoring Service Description, so long as written notice of such termination is delivered to Qwest within 30 calendar days of the effective date of such material adverse change. If Customer does not deliver such notice to Qwest within the specified period, Customer will be deemed to have waived its right to terminate this Exhibit.
- 9.2 Provision of Monitoring Service. In consideration for the payment of any applicable charges and in accordance with any accompanying documentation, Customer will be granted the right to use certain Software (e.g., monitoring or back up agent software) furnished by Qwest in connection with the Managed Service ("Hosting Software"). Qwest will pass through to Customer all rights and warranties provided by third party licensors of the Hosting Software to the extent permitted. Qwest makes no representations or warranties with respect to the Hosting Software. Except as specifically set forth herein, Qwest has no obligation to provide maintenance or other support of any kind for the Hosting Software, including without limitation any error corrections, updates, enhancements, or other modifications. In order to properly configure and provide Monitoring Service, Customer must provide Qwest with temporary access to Customer's server in order to install the Hosting Software. Customer will notify Qwest of any requested changes to their Hosting Services environment (e.g., reconfiguration of servers, changes in connectivity, Software, operating system, patches, etc.) that may affect the Service provided hereunder. Qwest will have no responsibility or liability for maintaining or supporting Customer's applications or monitoring of Customer's database tables or other internal database features. Qwest will use reasonable efforts to acknowledge an alarm condition in customer's hosted environment within 15 minutes of the alarm activation (whether such alarm conditions are received via Qwest monitoring tools or by Customer).

In addition to all of the terms of set forth in the Dedicated Hosting Service Exhibit, the following additional terms set forth herein and the attached statement of work ("Statement of Work" or "SOW") will apply to those Dedicated Hosting Service customers that order Managed Hosting Service from Qwest.

1. Definitions. Except as otherwise set forth in this Service Exhibit or as otherwise set forth in or the Dedicated Hosting Service Exhibit, capitalized terms will have the definitions assigned to them in the Agreement and any technical terms used herein will be defined as commonly understood in the industry. This Service Exhibit is subject to the Agreement and the Dedicated Hosting Service Exhibit entered into by Qwest and Customer, all of which collectively apply to and govern the rendering of Managed Hosting Services.

"Customer" means the Qwest customer as defined in the Agreement, regardless of whether SOWs, Order Forms, or other documents add to or modify the definition of Customer to include affiliates, subsidiaries, assigns, etc. An amendment to the Agreement is required, if Customer wishes to expand the definition of Customer under the Agreement.

"Start of Service Date" means the date upon which Qwest makes the applicable Service available for Customer's use regardless of whether Customer is ready to actually begin using the Service or additional Customer equipment is to be installed.

2. Service Description.

- 2.1 This Service Exhibit and the attached SOW collectively set forth the description of Qwest's Managed Hosting Service (referred to herein as the "Service" or "Managed Services") as provided pursuant to the Agreement and the attached SOW. In general, "Managed Services" refers to the management, consulting, and/or administration services provided by Qwest in connection with the Hosting Service, which may include hardware, software, operating system, and application management and administration; management of shared infrastructure services (e.g., storage and content distribution); hourly consulting, time and materials charges, and installation assistance. Currently, the various offerings of Managed Service include server monitoring and management for hardware, operating systems, applications, and databases, as well as network device management. A detailed, technical description of the Managed Hosting Service and its various components is set forth in the Service Description, as more fully described in the Dedicated Hosting Service Exhibit. All Service is subject to availability. Prior to providing Service, Customer must execute an SOW (if not already executed and attached hereto), which will be governed by the terms of the Agreement and this Service Exhibit. Qwest reserves the right to reject any SOW in its reasonable discretion. If Customer wishes to make any changes (i.e., modifications and/or additions) to its existing Service, Customer must execute a new SOW containing such changes and the applicable new MRCs and/or NRCs. The effective date for the new charges will be as of the date that Qwest makes the requested change in the Services.
- **2.2** All use of the Service will comply with the Qwest Acceptable Use Policy, which is posted at http://www.qwest.com/legal/. The AUP is incorporated by reference and made a part of this Service Exhibit. Qwest may immediately suspend the Service for any violation of the AUP. Qwest may change the AUP at any time and such change will be effective upon posting to the website.

3. Additional Hosting Terms.

- **3.1 Premises.** If Customer orders certain Managed Services that require the installation of Software and/or equipment, Customer hereby grants Qwest permission to install and implement such Software and equipment that is reasonably necessary in order to properly access and monitor the CPE and Customer Web Site in the course of providing such Service.
- 3.2 Equipment and Software. Customer must purchase those Software licenses and/or enter into those Software and CPE maintenance agreements as reasonably required by Qwest in order for Qwest to provide the Managed Hosting service on Customer's CPE, Software, and/or operating systems. If furnished by Qwest in connection with the Managed Hosting Service ("Hosting Software"), Customer will be granted the right to use certain Software (e.g., monitoring or back up agent software) in consideration for the payment of any applicable charges and in accordance with any accompanying documentation. Qwest will pass through and assign to Customer all rights and warranties provided by third party licensors of the Hosting Software to the extent that such licensors permit such pass through and assignment. Any costs of such assignment will be borne by Customer. Qwest makes no representations or warranties with respect to the Hosting Software. Except as specifically set forth herein, Qwest has no obligation to provide maintenance or other support of any kind for the Hosting Software, including without limitation any error corrections, updates, enhancements, or other modifications.
- 3.3 Customer Data. If applicable, Qwest will use commercially reasonable efforts to reproduce the Customer Data on the Customer web site and make the Customer web site available on the Qwest network and/or World Wide Web, as appropriate. Customer will deliver the Customer Data to Qwest in accordance with any applicable specifications and in the form (e.g., digital) as may be reasonably requested by Qwest. Customer must retain complete copies of all Customer Data and will redeliver the same to Qwest if it should be lost or damaged while stored at the CyberCenter.
- 3.4 Sole Access/Root Access. Qwest will have sole access/root control when Qwest is providing "full" Managed Services (i.e., where Qwest is providing management through the Customer application layer). Qwest will have shared access/root control when Qwest is only providing Managed Service through the Customer operating system. In such instances, Customer will notify Qwest

of any requested changes to their Hosting Services environment (e.g., reconfiguration of servers, changes in connectivity, Software, operating system, patches, etc.) that may affect the Service provided hereunder.

- 3.5 Managed Services SLAs. The service level agreement(s) (SLAs) applicable to Managed Services are as set forth in the SOW.
- **3.6 Non-solicitation.** The parties mutually agree that during the term of this Exhibit and for one year after the expiration or termination of the last SOW under this Exhibit, neither party will solicit for hire, nor knowingly allow any of its employees, agents, officers, or representatives to solicit for hire, any employee of the other party, without the prior written consent of the other party. This Section will not restrict in any way the right of either party to solicit generally in the media for required personnel. Furthermore, this Section does not restrict either party's employees from pursuing employment opportunities with the other party on their own initiative.
- 4. Term/Termination. The term of this Service Exhibit will commence upon the Amendment Effective Date and conclude upon the expiration or termination of the last-to-expire (or terminate) SOW. The term for Service ordered hereunder will commence on the Start of Service Date and be coterminous with the Initial Term and any applicable Renewal Terms for the Dedicated Hosting Service provided pursuant to the separate Service Exhibit; provided, however, the minimum term for Managed Service will be at least 12 months, as measured from the Start of Service Date (the "Minimum Service Term"). After the conclusion of the Minimum Service Term, the Service will automatically renew and remain coterminous with the term of the Dedicated Hosting Service ("Renewal Term"). Upon written notice to the other party at least 60 days prior to the conclusion of any such Minimum Service Term or Renewal Term, as the case may be, either party may terminate the Service associated with this Service Exhibit. If all or part of the Service is cancelled for reasons other than by Customer for Cause, prior to the conclusion of the Minimum Service Term or Renewal Term (as the case may be), Customer will pay the same Cancellation Charges for Managed Hosting Service as are outlined and defined in the Dedicated Hosting Service Exhibit, specific to Dedicated Hosting Service.
- 5. Rates. Customer understands that billing for Service may commence when Qwest begins working on the Customer's order. Customer will pay all applicable MRCs and NRCs as set forth in the SOW. Qwest may modify the rates for existing Service or eliminate certain components of the Service upon 60 calendar days prior written notice to Customer; provided, however, Qwest may reduce the 60 day notice period, as necessary, if such modification is based upon Regulatory Activity. "Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body, or court of competent jurisdiction. If Qwest materially increases the rates for existing Service, Customer may terminate the affected Service, so long as written notice of such termination is delivered to Qwest within 30 calendar days of the effective date of such change. If Customer does not deliver such notice to Qwest within such 30 day period, Customer will be deemed to have waived its right to terminate the affected Service. All rates and charges for new Services will be quoted by Qwest on an "individual case basis." Pricing for non-standard Services (including, without limitation, any non-standard professional or consulting service requested by Customer or its Authorized Representative) are provided by Qwest at Qwest's then-current rates. The rates for Service do not include any costs associated with CPE, all of which charges will be additional. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in this Service Exhibit, the SOW or in an attachment to this Service Exhibit, all of which will be signed by Customer and accepted by Qwest. The rates set forth in this Service Exhibit or Hosting Order Form, before the application of discounts, will be used to calculate Contributory Charges. The Service is not entitled to the QTA Discount.
- 6. Conflict. The terms and conditions of this Service Exhibit, including all SOWs executed pursuant hereto, will prevail notwithstanding any different or additional terms and conditions of any Order Form, purchase order, work order, or other form for purchase or payment submitted by Customer to Qwest, all of which are hereby rejected. In the event of a conflict between the terms of any SOW and the terms of this Service Exhibit, the terms of this Service Exhibit will control.



QWEST DEDICATED HOSTING SERVICES, INTERNET MASTER SERVICE
OF QWEST TOTAL ADVANTAGE AGREEMENT
HOSTING SERVICES-DEDICATED HOSTING, MANAGED TAPE
BACKUP AND INTERNET ACCESS ORDER FORM COVER SHEET

			Market William 1						
Internal Customer Order?	Yes No If "Yes", PO #:	Ow	est CyberCenter Location: F	lighlands Ranch (APA)					
New Account & Exemples		OM		(manderory for non-standard pricing)					
) Qw Sto Mar	Gwest Hosting Services Product ordered as part of this solution: Storage: (\$2) ☐ Yes ☒ No Managed (\$0W) Services: ☒ Yes ☐ No Disaster Recovery Services: ☐ Yes ☒ No						
		級關	Promo Code: INDICATE PROMO CODE ON ITEM-BY-ITEM BAS						
			ntract Type: QTA IMSA nplete Information on final pag	(existing only) e of Order Form					
PRIMARY CUSTOMER CONT	ACT		CUSTOMER BILLING ADD	RESS					
Company Name: Owest Corpo			Name: Debble Seagraves						
Customer Contact Name: Deb	ble Seegraves		Address: 3840 S Wadswort	h Blvd					
Address: 3840 S Wadsworth I			City: Lakewood						
City: Lakewood			State: CO	Zip: 80235					
State: CO	Zip: 80235		Phone Number303-763-176	8					
Phone #: 303-763-1768	Fax #:		Fax:						
User access password (options	al):			***					
ADMINISTRATIVE CONTACT	BILLING CONTACT		HNICAL CONTACT IMARY)	TECHNICAL CONTACT (SECONDARY)					
Name: Peggy MacDonald	Name: Debbie Seagraves	Nam	ne: Chris Sieber	Name:					
Phone:703-363-4821	Phone:303-763-1768	Pho	ne:303-607-5002	Phone:					
Pager:	Pager:	Pag	er:	Pager:					
Cell Phone:	Cell Phone:	Cell	Phone:	Cell Phone:					
Email: peggy.macdonald@qwest.co m	Email: debbie.seagrave@qwest.com	Ema	ail: chris.sleber@qwest.com	Email:					

PRICING SUMMARY (FOR INFORMATIONAL PURPOSES ONLY, DETAILED PRICING PROVIDED ON THE ORDER FORM PAGES.)	NRC	MRC
ADDS:	\$13895.00	\$24,117.00
DISCONNECTS:		<u> </u>
EXPEDITE FEES:		
CHANGE PRICING		· · · · · · · · · · · · · · · · · · ·
TOTALS	\$13,895.00	\$24,117.00

QRoute Installation in the Highlande Ranch Cyber Center (CCT Prod)

This Order Form and the Services ordered hereunder are subject in all respects to the terms of the Qwest services agreement and the applicable service exhibit.

Customer acknowledges by this signature that the signatory has the authority to represent the company in placing this order.

Customer	Qwest Communications Corporation
Gwest Corporation (GC)	Qwest Communications Corporation (QCC)
Enter Name of Customer	Enter Name of Qwest Representative
I hale Start	Loute a 74 M
Signature of Customer	Signature of Qwest Representative
VP-France	Director
Title // 2/05	Title (1-1-05
Date	Date



QWEST DEDICATED HOSTING SERVICES, INTERNET MASTER SERVICE or QWEST TOTAL ADVANTAGE AGREEMENT HOSTING SERVICES-DEDICATED HOSTING, MANAGED TAPE BACKUP AND INTERNET ACCESS ORDER FORM COVER SHEET

Rack Space

DESCRIPTION	Promo	Action	QTY	UNIT NRC	UNIT MRC	TOTAL NRC	TOTAL MRC
Full Rack (includes one 120VAC, 20A power circuit, 6 shelves)		Install	2	1035	600	2070	1200
Half Rack (includes one shared 120VAC, 20A power circuit, 3 shelves)		Click to Choose					
Quarter Rack (includes one shared 120VAC, 20A power circuit, 1 shelf)		Click to Choose					
First Right of Refusal-Full Rack		Click to Choose		N/A		N/A	
First Right of Refusal-Half Rack		Click to Choose		N/A		N/A	
First Right of Refusal–Quarter Rack		Click to Choose		N/A		N/A	
Shelf in Rack (ordered with Racks only)		ADD ONLY			N/A		N/A
Additional Power Strip in Rack (ordered with Racks only)		ADD ONLY			N/A		N/A

Cage Space

DESCRIPTION	Promo	Action	QTY	UNIT NRC	UNIT MRC	TOTAL NRC	TOTAL MRC
5x10 Cage Unit (includes two 120VAC, 20A power circuit)		Click to Choose					
10x10 Cage Unit (includes four 120VAC, 20A power circuit)		Click to Choose					
First Right of Refusal-5x10 Cage		Click to Choose		N/A		N/A	
First Right of Refusal–10x10 Cage		Click to Choose		N/A		N/A	
* Cabinet inside a cage (this is an equipment rental fee, no power is included)		Click to Choose					
Telco Rack Install (ordered with Cages only, Telco Rack must be purchased via Qwest CHE process, or be customer provided.)		ADD ONLY			N/A		N/A

Additional Power Circuits

DESCRIPTION	PROMO	ACTION	QTY	UNIT NRC	UNIT MRC	TOTAL NRC	TOTAL MRC
☐ * EXPEDITE ORDER (per power circuit) (limit 2/rack 4/cage. Available ONLY for 120vac20a circuits)	N/A	Add Only		\$250	N/A		N/A
120VAC, 20A NEMA 5-20R Quad receptacle		Click to Choose		1			
120VAC, 30A (no receptacle included)		Click to Choose					
208VAC, 20A NEMA L6-20R Twist Lock	1	Install	5	865	470	4325	2350
208VAC, 30A NEMA L6-30R Twist Lock		Click to Choose					
208VAC, 40A (no receptacle included)		Click to Choose			\$20.44C	1000	
208VAC, 50A (no receptacle included)	1	Click to Choose			REPORT OF	S	

☐ Custom Receptacle:

Please include Circuit type with receptacle request. Additional fee may apply charged at prevailing Time and Materials rates.

Unless otherwise specified, receptacles listed above will be installed with circuit.

Custom power circuits (not listed) must be requested through Offer Management

Dedicated Ethernet Ports (Flat Rate Pricing)¹

LEVEL	Promo	Action	QTY	UNIT NRC	UNIT MRC	TOTAL NRC	TOTAL MRC
10 Mbps Port		Click to Choose					
100 Mbps Port		Click to Choose					
1000 Mbps Port - Gigabit		Click to Choose					

^{1.} If Customer elects "flat Rate Pricing", Customer may not change the Flat Rate Ethernet Pricing (e.g., 10Mbps, 100Mbps, etc.) as indicated in this Order form to a lower Ethernet Bandwidth during the Service Term.

Precice Burstable Ethernet – Primary Ports – Usage MRC's are per MBPS; 95th percentile measurement²

DESCRIPTION	Promo	ACTION	MINIMUM USAGE	QTY	Unit NRC	UNIT MRC	TOTAL NRC	TOTAL MRC
10 Mbps Port		Click to Choose						
	Usage	Above Minimum	\$ peraMbps					
100 Mbps Port		Click to Choose						
	Usage	Above Minimum	\$ periMbps					
1000 Mbps Port – Gigabit		Click to Choose			N/A		N/A	
	Usage	Above Minimum	\$ penMbps					



QWEST DEDICATED HOSTING SERVICES, INTERNET MASTER SERVICE OF QWEST TOTAL ADVANTAGE AGREEMENT HOSTING SERVICES-DEDICATED HOSTING, MANAGED TAPE BACKUP AND INTERNET ACCESS ORDER FORM COVER SHEET

2. Customers selecting Burstable bandwidth are billed based on 95th percentile utilization. The higher of inbound and outbound traffic is sampled every five minutes. Billing is based on the bandwidth level under which 95% of the month's samples fall. At the end of the billing period, the samples are ordered from highest to lowest. The result is a database of over 8,000 samples. The top 5% of the samples (representing the top 5% of usage levels) are discarded. The highest remaining sample is used to calculate the usage level. This is the 95th percentile of peak usage. For each Precise Burstable Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps.

Within each Precise Burstable Port classification (e.g. 10Mbps, 100Mbps), Customer will be subject to the minimum usage amount set forth in the column heading of the Precise Burstable pricing table ("Precise Burstable Minimum). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon it's 95th percentile of peak usage.

Precise Burstable Ethernet - Secondary/Backup Ports³

DESCRIPTION	Promo	Action	MINIMUM USAGE	QTY	UNIT NRC	UNIT MRC	TOTAL NRC	TOTAL MRC
10 Mbps Port		Click to Choose	0 Mbps	· · · · ·		1		
		All usage:	\$ per Mbps					
100 Mbps Port		Click to Choose	0 Mbps					
		Alliusage:	\$ per Mbps					
1000 Mbps Port – Gigabit		Click to Choose	0 Mbps		N/A		N/A	
		Alliusage:	\$ per Mbps					

^{3.} Secondary/Backup Ports may only be ordered in conjunction with a Primary port of equal or greater capacity or at a later date if the Primary port has already been purchased for the same Qwest CyberCenter. For each Secondary/Backup Port ordered Customer will be billed an MRC equal to the Minimum Ethernet MRC plus an amount equal to the product of the 95th percentile usage in excess of the applicable Minimum Use for such month multiplied by the applicable Unit MRC. Customer is responsible for all usage on Secondary/Backup Port. If failover occurs from Primary to Secondary, customer is responsible for moving usage back to Primary circuit.

Data Transfer Ethernet – Primary Ports ⁴ Usage MRC's are per GB

DESCRIPTION	Promo	Action	MINIMUM USAGE	QTY	UNIT NRC	UNIT MRC	TOTAL NRC	TOTAL MRC
10 Mbps Port		Click to Choose	0 Mbps					
	Us	age/above/minimu	m: \$ per GE					
100 Mbps Port		Click to Choose	0 Mbps	1				
	Ŭŝ	age:aboye:minimu	m: \$ per GB					
1000 Mbps Port - Gigabit		Click to Choose		I	N/A		N/A	
	Us	age above minimu	m: \$ per GE	,				

^{4.} If Customer elects "Data Transfer Pricing", then Customer's Usage samples are taken every 5 minutes through the month. Both inbound and outbound usage will be metered in Gigabytes. The sum of inbound and outbound usage is measured, and if usage is above minimum commitment, Customer will be charged per Gigabyte transferred.

Data Transfer Ethernet – Secondary/Backup Ports ⁵ Usage MRC's are per GB

DESCRIPTION	Promo	Action	MINIMUM USAGE	QTY	UNIT NRC	UNIT MRC	TOTAL NRC MRC
10 Mbps Port		Click to Choose	0 Mbps			1	
		Alfusa	je: \$ per GE				
100 Mbps Port		Click to Choose	0 Mbps				
		Allusa	ge: \$ periodE				
1000 Mbps Port – Gigabit		Click to Choose	0 Mbps		N/A		N/A
		Alliusa	ge: \$ per GE				

^{5.} Secondary/Backup Ports may only be ordered in conjunction with a Primary port of equal or greater capacity or at a later date if the Primary port has already been purchased for the same Qwest CyberCenter. Customer will be billed for the actual volume of data transferred on the Secondary/Backup Ports.

Customer is responsible for all usage on secondary port. If failover occurs from primary to secondary, customer is responsible for moving usage back to primary circuit.

CyberCenter Access & Hosting Cross Connects⁶ (Limit: 10 Maximum, see Offer Management for exceptions)

CIRCUIT INFORMATION Circuit Status: NEW circuit: Existing (additional circuits): □	
For private circuits provide rack location (from	n space reservation) within the CyberCenter: Room Location: Racl	k Location:
Type of Circuit: Data ☑ Voice ☐	Complete ONE of the following sections below	
Qwest QCC Provided Circuit: (ordered through q.pricer or other QTA service) CyberCenter: APA NNS Service type: (PL, Voice)	NON-Qwest QCC provided Circuit: (includes QC orders) To receive LOA/CFA from Qwest Provisioning, please provide the following: CyberCenter: Name of the carrier customer is using:	Existing Circuits: (DS-3, OC-x) Sub-Circuit Assignment Existing Channalized Circuit ONLY CyberCenter:
CORE ORDER number (s): Pending	Name of the Customer contact(s): Customer Email or Fax # for the access contact: a): Location for Intra-Center Cross Connect: Location A: Location	Existing Circuit ID: Channel Info:



QWEST DEDICATED HOSTING SERVICES, INTERNET MASTER SERVICE or QWEST TOTAL ADVANTAGE AGREEMENT HOSTING SERVICES-DEDICATED HOSTING, MANAGED TAPE BACKUP AND INTERNET ACCESS ORDER FORM COVER SHEET

							- CO / DIE O	
DESCRIPTION		PROMO	ACTION	QTY	Unit NRC	UNIT MRC	TOTAL NRC	TOTAL MRC
EXPEDITE ORDER (per circuit ordered) Available DS-1, circuits ONLY	DS-3	N/A	Add only		\$250	N/A		N/A
Disconnect circuit: Existing Circuit ID:							-	
POTS Line Cross Connect			Click to Choose		N/A		N/A	
Cyber Center Access (must also order Cross Connect)	DS-1		Click to Choose		N/A		N/A	
Cyber Center Access (must also order Cross Connect)	DS-3		Click to Choose		N/A		N/A	
FT1 to T1 Cross Connect			Click to Choose		N/A		N/A	•
FT3 to T3 Cross Connect			Install	4	N/A	200	N/A	800
Sub-Circuit Assignment (Letter Of Authority/Circuit Facility Assignment documentation only)		N/A	N/A			N/A		N/A

^{6.} Alternate network carrier connections are allowed on an ICB basis or for services Qwest does not provide.

Additional Services (one-time charges)

DESCRIPTION		Action	QTY	UNIT	PRICE	TOTAL NRC
Facility Access Badges (additional badges beyond the 3 included v	with the service)	ADD ONLY		each		
Domain Name Transfers (first 10 per Hosting customer at no charg → INCLUDE DNS WORKSHEET	je)	ADD ONLY		Transfer	N/A	N/A
Domain Name Transfers (11-49 transfers; first 10 per Hosting cust → INCLUDE DNS WORKSHEET	omer at no charge)	ADD ONLY		Transfer		
Domain Name Transfers (50 - 99 transfers) → INCLUDE DNS WC	DRKSHEET	ADD ONLY		Transfer		1
Domain Name Transfers (100+ transfers) → INCLUDE DNS WOF	RKSHEET	ADD ONLY		Transfer		"
Domain Name Maintenance and DNS Services – Monthly (first 10 charge)	per customer no	ADD ONLY		Monthly/ Domain		
Collocation Equipment Installation for Hosting (Hardware Installation	on)	ADD ONLY		N/A	1	
Remote Hands (Time and Materials rate, one-instance service	Basic	ADD ONLY		Hour		<u> </u>
charge	Technical	ADD ONLY		Hour		1

Server Monitoring & Management Services

MANAGED SERVICE DESCRIPTION	Promo	Action	QTY	UNIT NRC	UNIT MRC	TOTAL NRC	TOTAL MRC
Managed (SOW, HMSS) Services under separate agreement (for informational purposes) – Enter SOW total contract values	SOW# 2608	Install	N/A	N/A	N/A	0	18,242.00
Ping Service – failure notification – 5 additional (monthly)		Click to Choose		N/A		N/A	
Scheduled Tape Change Service (Limit 5 tapes per service)		Click to Choose		N/A		N/A	
Additional Standard Operating Environment Work – Monthly Bundle – 1 hour	ĺ	Click to Choose		N/A		N/A	
Additional Standard Operating Environment Work – Monthly Bundle – 5 hours		Click to Choose		N/A		N/A	
Additional Standard Operating Environment Work – Monthly Bundle – 40 hours		Click to Choose		N/A		N/A	
Additional Standard Operating Environment Work – Monthly Bundle – 160 hours		Click to Choose		N/A		N/A	
LITE MONITORING							
Operating Systems (Solaris, Linux, Windows 2000)		Click to Choose					
Web Applications (iPlanet 4.1, 6.x, IIS 5.x, apache 1.3x, Tomcat 4.0, 4.1, WebLogic 5.x, 6.x, 7.x, 8.x, WebSphere 3.x, 4.x, Coldfusion 4.x, 5.x, ATG Dynamo		Click to Choose					
Databases (Oracle 8i, 9i, SQL Server 7 and 2000)		Click to Choose					

Hardware & IP Address Information

HARDWARE INFORMATION	
Will other Qwest Services be ordered as part of this solution: Managed Secu Managed Router: Yes ☐ No ☒ Managed Firewall: Yes ☐ No ☒	urity Services? Yes ☐ No ☐ Storage/Tape BU: Yes ☒ No ☐ Application/Database Monitoring: Yes ☒ No ☐
Hardware to be Installed: (Must attach Equipment Summary Worksheet)	
☐ Customer Purchased/Provided ☐ Leased (Other vendor purchased) vendor purchased)	endor name: (Equipment Acknowledgement Form Req.)
IP ADDRESS SPACE REQUEST & JUSTIFICATION	
Current Internet Provider: Customer provided - No ethernet connections	
Initial IP Addresses Requested/Needed: n/a	Expected IP Addresses needed in 6 months: n/a
Type of Network: n/a	Number of Network Devices (servers, routers, etc.): n/a
In a few sentences, please describe the purpose of the hosted environment: managed services under SOW 2608. This is a QC to QCC installation.	This infrastructure is to support the Call Center environments. All



QWEST DEDICATED HOSTING SERVICES, INTERNET MASTER SERVICE OF QWEST TOTAL ADVANTAGE AGREEMENT HOSTING SERVICES-DEDICATED HOSTING, MANAGED TAPE BACKUP AND INTERNET ACCESS ORDER FORM COVER SHEET

Custom Configurations (Require authorization and pricing by Qwest's Offer Management and/or Product Management Group)

DESCRIPTION	Action	QTY	UNIT NRC	UNIT MRC	TOTAL NRC	TOTAL MRC
	Click to Choose					
	Click to Choose					
Comments:	. 1,-,,-,, .	•		1		

TAPE BACKUP SERVICES

Managed Tape Backup – Backup Ports: All customers who purchase Managed Tape Backup are required to purchase the following ports:

Managed Tape Backup – 1 Ethernet port per server or switch connected to the TAN (Install NRC's are applied per port)

PORT TYPE	Ркомо	ACTION	# OF SERVERS	QTY (# OF PORTS)	NRC	MRC	TOTAL NRC	TOTAL MRC
* Gigabit Ethernet Port (backup)		Install	6	6	\$500	\$100	3000	\$600
* 100 Mb Ethernet Port (backup)		Install	2	2	\$250	\$50	500	\$100

Managed Tape Backup – Backup Software: MANDATORY for Customers ordering Managed Tape Backup Services, one copy of backup software is required per server being backed up.

SOFTWARE	Ркомо	ACTION	# OF SERVERS	NRC	TOTAL NRC
Veritas Net Backup DataCenter ⁷ (Client – Unix, NT/2000 or NetWare, V. 3.4)		INSTALL ONLY	8	\$500	\$4,000

^{7.} The Veritas NRC above includes the cost of: (a) the Veritas software license (including any free upgrades or patches provided by Veritas); and (b) customer support, for as long as the customer is with Qwest. Customer is responsible for installing the software, including any upgrades or patches. The use of the Veritas software by Customer is subject to the terms and conditions of the Veritas license agreement applicable to the Veritas software, with no warranty of any kind from Qwest. Qwest disclaims any liability for loss, damage, or injury to any party as a result of the unavailability of or any defects, latent or otherwise, in the Veritas software. Ownership of the Veritas license remains with Qwest.

Managed Tape Backup Service

			TRANSFERRED GB			NRC	MRC
Cold: ⊠ (File System Backup) Hot: □ (Database Backup) Both: □	Install	250 GB	\$3.30	(N/A for Cold) NA	825	\$0	825

- Managed Tape Backup is a usage-based service that tracks data moved between customer servers and the Qwest Tape Area Network.
 Qwest will always bill for the monthly amount defined above. If actual backed-up GB in any calendar month exceeds the Minimum Monthly Data Transfer amount above, the Price per Transferred GB will be applied to the overage. The billable overage amount will appear on customer's future invoice once calculated.
- If customer does not know how much data they will transfer each month, an amount for Minimum Monthly Data Transfer must be
 estimated. A general rule of thumb to use is approximately 6 times the amount of data residing on the Customer's servers that is to be
 backed up.

Restore: Archiving

Each of the backup solutions listed above includes 3 restores per month. Usage charges as quoted above apply to each subsequent restore.

Archiving is available for offsite storage of full tape backups. All tapes to be archived are kept on-site for 14 days and then sent off-site.

Archiving*	Price per Tape per Month	ACTION	Comments
☐ Yes		Click to Choose	
	Select the archiving options to be set-up	Select Tap	e Retention Period
	Archive all full backups	Clic	ck to Choose
	Archive last standard backup of the month	Clic	ck to Choose
	Archive a full backup on the last day of the month		
ĺ	(this will require an extra backup if the last scheduled	Clic	ck to Choose
	weekly backup does not fall on the last day of the month)		

*Archiving is a usage base service. If "yes" is checked above, the tape archiving fee is \$6 per tape per month unless noted differently in the Price field. The total monthly fee that appears on each month's invoice is calculated by multiplying the contracted price per tape by the quantity of tapes residing in the off-site storage facility at the end of each calendar month. Archiving requests for scenarios not defined above must be approved by Qwest Storage Operations and documented in writing.

14 Revised 04/26/2005



QWEST DEDICATED HOSTING SERVICES, INTERNET MASTER SERVICE or QWEST TOTAL ADVANTAGE AGREEMENT HOSTING SERVICES-DEDICATED HOSTING, MANAGED TAPE BACKUP AND INTERNET ACCESS ORDER FORM COVER SHEET

Sales Order Information

New Account Set-up-QTA only: Will customer have complete and attach the QC Record Order Request form	ve QC service contributing to their monthly commitment? X Yes No (If yes and submit to the QC ordering hub).
Customer Invoice/Discount Group ID #:	
Q.Central Sales Opportunity ID: n/a	
Q.Central Credit Approval ID: n/a	
Sales Channel ID:	
Sales Group ID:	
Comments:	

,				
QWEST Sales Representative Information	nation	Partner/Aff	iliate/Reseller Name:	
Sales Rep Name: Internal (QC to QCC)		Partner Rep		
Sales Rep ID:		Partner Rep ID:		
Sales Rep Phone #: Internal			Partner Rep Phone #:	
Sales Rep E-Mail:		Partner Rep E-Mail:		
Sales Manager Name:			Partner Group ID:	
QIS Sales Representative Information	on (Order contact if different from or	in addition to S	Sales Rep Information)	
Sales Specialist Rep Name: Leanne Hurle	у			
Sales Specialist Rep ID: E24E		7		
Sales Specialist Rep Phone #: 303-295-46	25	7		
Sales Specialist Rep E-Mail: leanne.hurley	@qwest.com Cell Phone: 3/601-	7		
4444		_		
Sales Manager Name: Derrick Hofmann				
Sales Support ID: E24E				
ACCOUNT CONSULTANT/RESPON	SIBLE INDIVIDUAL (Order conta	ct if different fr	om or in addition to Sales Rep Information)	
Name: Shelly Lewis	Phone #: 1 614 215 6614		E-mail: shelly.lewis@qwest.com	
QWEST ENGINEERING CONTACT I	NFORMATION		•	
SE/PE		T	SME	
Name: John Hebel		Name:		
Phone: 720-945-0901		Phone:		
Pager:		Pager:		
Cell Phone:		Cell Phone:		
Fax:		Fax:		
Email: john.hebe.@qwest.com		Email:		





Qwest Communications Corporation Statement of Work Prepared For

Qwest Corporation (QC)

Hosting and Access Services

Respectfully Submitted By: John Hebel, Account Manager Telephone: 720-945-0901 E-mail: john.hebel@gwest.com And

Leanne Hurley, QIS Account Manager Telephone: 303-295-4625 E-mail: leanne.hurley@gwest.com

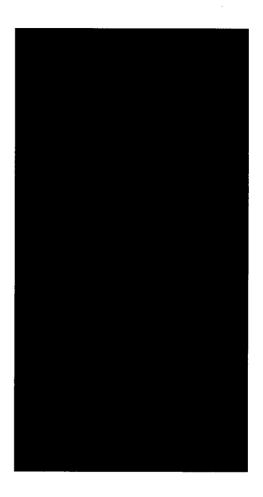
9/19/2005



Table of Contents

Qwest Overview	18
World-class Hosting Solution	
Experience Where You Need It	19
Dedicated to Hosting	19
Qwest History	20
Qwest's Competitive Advantages	20
Global Success: The Qwest Story	
Qwest Macro Capacity Fiber Network	
Qwest's Mission	21
Selected Financial Data	21
Hosting Services	
Qwest Hosting Services	24
Qwest Hosting Services	24
CyberCenter TM Facility	25
Connectivity	26
Installation Services	26
Remote Hands, Basic and Technical	26
Standard Monitoring Services	26
Storage Backup and Tape Change Services	27
Remote Copy and Remote Tape Backup Services	27
Security and Managed Firewall Solutions	
Managed Services	28
Managed Hosting Services	
Managed Services Offerings:	30
Customer Solution	
Add Custom Solution SummaryStatement of Work	
Statement of Work	34
Service List	34
Service Details	35
Assumptions	78
Scope & Pricing	
Technical/Architecture	78
Operations	78
Response Time	79
Pricing	80
Acceptance and Authorization	82





Section One Qwest Overview

Salak Alika



WORLD-CLASS HOSTING SOLUTION

Qwest offers an award-winning suite of robust hosting solutions to fit virtually any need from basic collocation to highly complex solutions and application management.

Experience Where You Need It

Managed services are a core part of our service portfolio, instead of being provided as an add-on service. With Qwest Hosting Services, you can outsource the entire management of your hosting environment and free up time for your information technology personnel to focus on other priorities.

When you host at any of our CyberCenter™ facilities, you enjoy:

- The Qwest CyberCentral[™] facility, which gives Qwest (QC) a single point of contact and allows Qwest (QC) to be confident your systems will be up and running. Qwest's goal in creating the CyberCentral[™] facility is to eliminate downtime and ensure the most proactive and efficient support in the industry
- A suite of comprehensive Internet solutions providing you with one-stop shopping for all your hosting-related needs
 - Basic collocation services.
 - Monitoring and management services for hardware, operating systems, applications, and databases.
 - Storage Services: Utility and Managed Dedicated Storage Services
 - Backup Services: Managed Tape Backup, Non-disruptive backup, and Point-in-Time Copy
 - Consulting Services
 - Disaster Recovery Solutions
- High capacity diverse connections to the Qwest IP backbone
- Outstanding technical and engineering staff to monitor your systems all day, every day
- Application and database engineers and administrators to help you fine-tune your Internet applications.
- Service Guarantees. SLAs on CyberCenter™ facilities and implementation time-frames are included in every hosting deal. Additionally end-to-end availability SLAs are available upon customer request for managed service customers.

In addition to dedicated hosting service solutions, Qwest offers a selection of additional services designed to complete Qwest (QC) hosted solution:

- Qwest Security Services: Managed Firewall, Intrusion Detection and Q.Scan services
- Qwest Migration Management Services: Qwest-managed relocation coordination support for new customers migrating from non-Qwest data centers into a Qwest CyberCenter™ facility
- Dedicated Internet Access
- Virtual Private Networks
- ATM
- Frame
- Voice
- Dial

Dedicated to Hosting

Qwest has over seven years experience in building and managing customers' Web sites and employs highly trained engineers and experts to continually develop more robust solutions. Qwest has invested in building and operating state-of-the-art CyberCenter™ facilities to house your Web sites, with its most recent Northeast CyberCenter™ facility opened



in November 2001. We now operate 8 domestic CyberCenter™ facilities with a gross raised floor square footage of 335,000 square feet. We also have partnerships in place to provide hosting services in Europe, Asia and the Pacific Rim. Qwest has developed strong relationships with industry-leading technology companies like Cisco®, IBM®, Sun®, Hewlett Packard® and EMC® to bring complete, secure and flexible solutions to you and your customers. All of these robust capabilities are powered by the Qwest-owned and operated OC-192 IP backbone network.

Qwest Hosting Services physically locates and manages your hardware and system software to support your Internet applications, such as corporate intranet/extranet, video streaming or e-commerce. Hosting services enable you to outsource your Web presence in order to focus on your core enterprise and still gain the business advantages of Web hosting technology. Web servers are located in secure, state-of-the-art, Qwest Service Corporation CyberCenter™ facilities and are directly connected to the OC-48/OC-192 Qwest Macro Capacity® Fiber Network out of region, or the global service provider (GSP) IP network in Colorado and Washington.

The CyberCenter™ facility sets new industry standards in the provisioning of a secure environment for enterprise-critical applications. Round-the-clock guards and wrap-around, closed-circuit television (CCTV) are backed up by touch reader ID cards and Palm Print biometric scanning technology for data floor access. Inside the CyberCenter™ facility, the physical environment is controlled by state-of-the-art heating, ventilation and air-conditioning (HVAC) systems and finely calibrated moisture and smoke detection systems. The threat of fire is neutralized by a VESDA®* system located throughout the raised floor area, and the loss of grid power is averted with a fully redundant, uninterruptible power supply (UPS) system and a 50,000-gallon backup diesel generator. Data flow in the CyberCenter™ facility and on the backbone is monitored by Hosting and Network Operations Centers round-the-clock, using an array of state-of-the-art hosting, switching and problem tracking software as well as data integrity and encryption processes.

QWEST HISTORY

Qwest Communications International, Inc. (NYSE: Q) is a leader in Internet-based data, voice, image, and multimedia communications. In 2002, Qwest had revenues of approximately \$15.5 billion. We serve more than 26 million customers in the U.S. and abroad. We combine one of the world's fastest, most powerful networks with a leading line-up of Web hosting services, managed solutions, high-speed Internet access, private networks, wireless data, and other technologies and applications that are redefining global communications around the power and potential of the Internet.

Qwest's Competitive Advantages

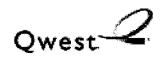
Communications give us the power to change how we learn, entertain ourselves, and conduct business. To bring that power to the marketplace requires a combination of committed personalized customer service and proven telecommunications technology, assets Qwest has in abundance.

Qwest is a pre-eminent provider of applications built into the network. Through alliances with some of the world's most advanced companies, Qwest can help CUSTOMER remove costs and complications, and deliver broadband services.

Qwest offers customers a single point of contact to manage and integrate a complete menu of Internet uses, beginning with connectivity and moving through security, hosting, application services and content -- all delivered with best-in-class network performance.

Global Success: The Qwest Story

Philip Anschutz bought the Southern Pacific Railroad in 1990 and, within two years, spun off SP Telecom as a separate company, which became Qwest. Originally a construction arm of Southern Pacific, SP Telecom built conduits for carriers along the railroad's rights-of-way, at the same time installing a spare conduit for itself. In 1997, Qwest began building a nationwide fiber-optic network and entered into contracts with Frontier, WorldCom (now MCI WorldCom) and GTE to



utilize Qwest fiber.

On June 27, 1997, Qwest had its Initial Public Offering, followed by third-quarter revenue increases of 325 percent. In August 1998, Qwest was named to the Nasdaq-100 index, underscoring the company's entrance as one of the market's emerging companies.

On January 3, 2000, Qwest formally joined the New York Stock Exchange (NYSE). Qwest's move from the NASDAQ exchange to the NYSE represented one of the largest transfers ever in terms of revenue, market value and shares outstanding.

In 2000, Qwest took a big step up in size and reach with the acquisition of U S WEST, the Denver-based 120-year old telecom giant that served 14 states throughout the West. The acquisition added the size and scale today's market demands of any top competitor, a slate of advanced technologies, and a network that features more than 99% digital switching.

The combination of Qwest and U S WEST in 2000 created a company with a unique set of assets. Along with providing the best local telephone service in the country, Qwest also is a leader in network technology, as well as applications and services. Its advanced fiber optic networks link directly to nearly 26 million customers. The company also has a rapidly growing presence in Europe, and a foothold in Asia through a new Asia-Pacific office and interests in the US-Japan Cable project.

The combination of technologies, applications, and experience moves Qwest to a place solidly among the leaders in Internet and Web services.

Qwest Macro Capacity Fiber Network

The 113,000-mile Qwest network services 150 cities in the United States. The network's U.S. segment includes 16 rings reaching from San Diego to Boston and Miami to Seattle. Another 1,400 miles extends into Mexico. Qwest is also part of a consortium building undersea capacity from points in California and Japan.

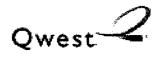
Qwest's 10-gigabit (OC-192) "self-healing" SONET ring architecture is the basis of Absolute Data Integrity™, Qwest's quality benchmark. With its low-cost position and fewer "moving parts," this most advanced of networks is also less expensive to manage, provision and maintain. Through this low-cost position, which largely resulted from the overbuild of the network and sale of excess (dark) fiber, Qwest is able to capture market shares while generating strong margins and taking advantage of rapidly growing demand.

QWEST'S MISSION

Qwest is the premier provider of full-service communications for people at work, at home or on the move. Qwest's competency reaches across America, drawing on the Spirit of Service at the heart of our heritage as we effectively steward our shareowners' investments and provide outstanding service to the customers we serve. As our dedicated professionals move and manage information, we do so with integrity, superior value and advanced products and services, assuming only those tasks we can do exceedingly well.

SELECTED FINANCIAL DATA

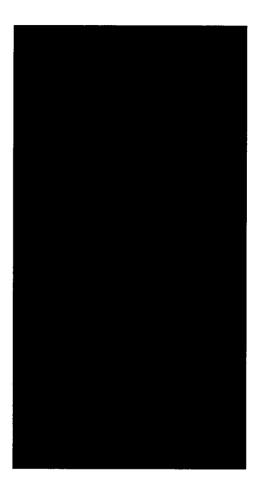
Qwest is the premier provider of full-service communications for people at work, at home or on the move. Qwest's competency reaches across America, drawing on the Spirit of Service at the heart of our heritage as we effectively steward our shareowners' investments and provide outstanding service to the customers we serve. As our dedicated professionals move and manage information, we do so with integrity, superior value and advanced products and services, Copyright (c) 2004 Qwest. All Rights Reserved.



assuming only those tasks we can do exceedingly well.

Complete financial statements and SEC filings are available upon request, or at our Web site at www.qwest.com.





Section Two
Hosting Services



QWEST HOSTING SERVICES

Web hosting services enable companies to outsource their Web presence so that they may focus on their core enterprise initiatives and still gain the business advantages of Web hosting technology. The basic components of Dedicated Web Hosting include: rack space and Internet connectivity, networking equipment, server hardware and software, monitoring tools, backup equipment, domain name registration and digital certificate acquisition.

The state of the s

More companies use the Internet as a strategic tool to:

- help generate revenue opportunities
- generate customer awareness
- improve operational efficiencies
- automate procurement
- process e-Commerce transactions
- provide online customer service functionality

Qwest offers perhaps the most comprehensive range of hosting services in the industry to address the hosting market's dynamic requirements, Qwest hosting services meet the needs of the customer based on three key initiatives:

- Flexibility
- Spirit of Service
- Integration

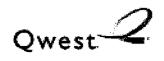
Qwest Hosting Services are positioned to meet the needs of a customer's overall, enterprise Network Services requirements. As data centers and hosting operations grow in size and complexity, the distinct need is to keep systems and information up to date and running continuously in order to drive down costs, boost Innovation and manage risk. Advanced sites include those that can handle e-commerce, multimedia applications, intranets, extranets and integrated systems that link Web servers to internal databases at a company's headquarters. Web site hosting has evolved from basic HTML to chat groups, audio and video streaming, and many other applications that often require multiple servers and automation of services.

Whatever a customer's reason for outsourcing, moving from bundled hosting service packages to offering its full array of hosting services in a flexible way, Qwest now provides complete, customer choice-driven solutions seamlessly integrated with its core network services. Qwest® is ready to meet virtually every customer need. Qwest Dedicated Hosting physically locates and manages the customer's hardware and system software to support their Internet applications, such as corporate intranet/extranet, video streaming or e-commerce. Web servers are located in secure, state-of-the-art, Qwest CyberCenterTM facilities and are directly connected to the Qwest Macro Capacity® Fiber Network out-of-region, or the GSP IP network in Colorado and Washington. All connectivity provides Web users with fast, secure access to their Internet business.

Qwest Hosting Services

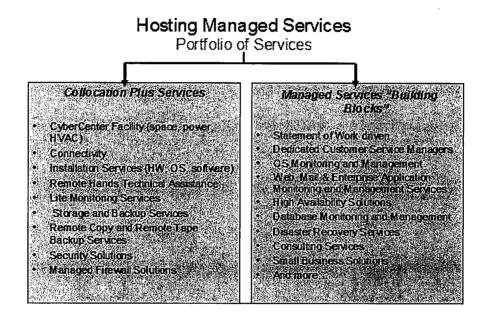
By choosing Qwest Communications Corporation, you are partnering with a company that can answer your hosting needs and so much more.

The first benefit each Qwest hosting customer receives is that of Qwest's robust network and CyberCenter™ infrastructures as the foundation of for all Qwest Hosting services. In addition, Qwest Dedicated Hosting provides fully managed, secure and reliable outsourced hosting in UNIX, Linux, Windows NT®, Windows 2000®, Windows 2003®, Solaris, HPUX and AIX environments, backed by our Service Level Agreements (SLA). Based on the "building blocks" concept, Qwest Dedicated Hosting is an ideal solution for companies that want to capitalize on the expertise of Qwest



dedicated Internet personnel. Qwest completes its integrated services approach by offering its hosting customers a full range of complementary services such as Managed Storage and Backup services, managed security services, Disaster Recovery, and others.

Qwest offers two basic types of Dedicated Hosting services, Collocation Plus and Managed Services.



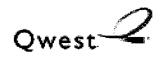
Collocation Plus Service:

The Collocation Plus collection of services represent hosting elements most commonly requested by our customers. For example a collocation customer will want to purchase CyberCenter™ elements such as space, power and connectivity, and additionally choose to augment their own staff by utilizing Qwest's engineers for Remote Hands on a time and materials basis. Or, customers may choose to fortify their environment by utilizing additional Qwest services such as Standard Monitoring, Managed Storage and Tape Backup services, or numerous Security Solutions.

- CyberCenter™ Facility (space, power, HVAC)
- Connectivity
- Installation Services (HW, OS, software)
- Remote Hands, Basic and Technical
- Storage and Backup Services
- Remote Copy and Remote Tape Backup Services
- Security Solutions
- Managed Firewall Solutions

CyberCenter™ Facility

Whether running multimedia, corporate intranet/extranet or e-commerce applications, Qwest CyberCenter™ facilities provide a secure, reliable and scalable foundation for your success. Specially designed to provide state-of-the-art hosting



for mission-critical web sites and enterprise applications, Qwest's CyberCenter™ facilities provide you with a compelling alternative to developing, deploying and staffing your own internet data center.

Connectivity

Qwest CyberCenter™ facilities are linked to the Qwest OC-192 Internet Protocol (IP) network (out-of-region) and via an OC-48 Internet connection to a GSP backbone and a Qwest local backbone (in-region).

Qwest's standard network connectivity options are via dedicated Ethernet ports of 10, 100, and 1000 Mbps in Dedicated, Burstable, Precise Burstable and Data Transfer billing models. Other non-standard requirements such as DS-3 can be met through working with Qwest's pre-sales engineering staff.

Installation Services

(hardware, platform, and applications)

Qwest's Installation Services, are utilized for installing and wiring customer equipment, as well as installing and configuring operating systems and applications. Installation services can be ordered as a stand-alone service allowing flexibility and selection of services for Hosting customers.

Remote Hands, Basic and Technical

Qwest offers Remote Hands in two flavors, basic and technical, allowing for additional flexibility and further selection of services for Hosting customers through multiple prices points. Remote Hands services are billed on a time and materials basis. Services can be provided for any request with which Qwest has a core competency. Examples of commonly requested Remote Hands services include:

- Basic Power Cycle, equipment delivery, receipt, and staging, installation of non standard equipment (as available)
- Technical support of hardware, monitoring tools, OS, System's Applications, and Storage and Tape Area networks.

Standard Monitoring Services

While Qwest offers a wide range of monitoring and management services (ranging from Full to Standard), the Standard Monitoring solution is provided for customers desiring a simple, cost effective, yet reliable monitoring solution for their operating systems, applications or databases. Whether at the customer premise or an alternate center, Qwest Hosting utilizes best of breed monitoring tools and leverages its highly experienced, specialized resources to ensure the customer receives superior performance and support 24 hours a day, seven days a week, 365 days a year.

- Standard Monitoring Services for operating systems, web applications and databases are designed for customers seeking monitoring of their most critical application and platform parameters. Services include Qwest's monitoring portal and utilize world-class monitoring. Standard monitoring is available for the following services:
 - OS: Windows 2000, Linux, AIX, and Solaris
 - Web Applications: iPlanet, IIS, Apache, Tomcat, WebLogic, WebSphere, ColdFusion, and ATG Dynamo
 - Databases: Oracle, SQL Server, My Sql, and PostGRE Sql



Storage Backup and Tape Change Services

Qwest Storage and Backup Services represent a complete portfolio of Utility Data Storage, Backup, Point in Time Copy, Restore and Archival services that enables Qwest Dedicated Hosting customers to outsource all of their data storage and backup functions.

- Utility Storage
- Managed Dedicated Storage
- Tape Backup
- Point-in-Time Copy
- Non-Disruptive Backup
- Tape Change Services

Remote Copy and Remote Tape Backup Services

Qwest Storage and Backup Services represent a complete portfolio of Utility Data Storage, Backup, Point in Time Copy, Restore and Archival services that enables Qwest Dedicated Hosting customers to outsource all of their data storage and backup functions.

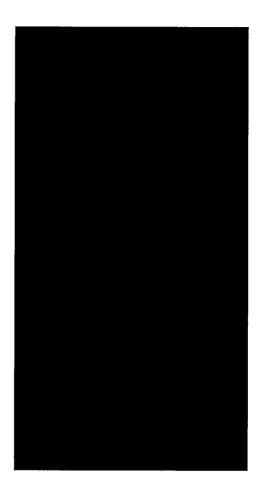
- Utility Storage
- Managed Dedicated Storage
- Tape Backup
- Point-in-Time Copy
- Non-Disruptive Backup
- Tape Change Services

Security and Managed Firewall Solutions

Qwest has one of the most complete security product offerings designed to protect customer networks and data. These products are designed to help organizations understand what their security vulnerabilities are and provide corresponding fixes. These services range from as simple as a basic review to as complex as a complete customized, thorough security audit of a customer" technical, operational and managerial security policy. The Qwest security solution can be tailored to meet the needs of any organization, large or small.

- Qwest Managed Firewall Solutions (Nokia Checkpoint or Red Siren)
- Vulnerability Assessments
- Security Posture Analysis
- Penetration Testing
- Post-incident computer forensics, security training and education





Section Three Managed Services

3000



MANAGED HOSTING SERVICES

Based upon the concept of customer 'choice-driven solutions,' Qwest Hosting puts the customer in the driver's seat by assembling the right solution to meet your particular needs. Utilizing Managed Service Building Blocks (blocks represent each and every one of Qwest's functional capabilities) our Project Engineers will assemble a hardened, reliable, technically superior solution uniquely catered to your needs.

Managed Hosting Services give customers the flexibility to purchase tailored solutions to meet your specific hosting needs.

Included in every managed services solution are the following components:

a. Dedicated Customer Support Manager: Your CSM is focused on the daily operations, implementation and support tasks, and strategic initiatives according to client requirements. The CSM coordinates all support activities with the Qwest engineering team, and collaboratively schedules additional resources for implementation projects, change management, and on-going support activities.

The CSM's responsibilities include:

- Prepare Implementation Discovery Reports, Project Plans and revisions
- Prepare Implementation Acceptance Signoff Checklists
- Prepare the Technical Operations Manual
- Ensure the availability of all resources for a timely and accurate implementation.
- Serve as a focal point for project status, communications, and all other relevant information
- Work to leverage all required Qwest resources and groups to the utmost to ensure timely and accurate delivery
- · Direct and supervise all support activities
- Work through all relevant Qwest organizations to resolve and document any open issues
- Provide Client with status updates for all activities performed on the infrastructure
- Control changes to Client' environment and direct implementation of changes (in accordance with agreed-upon Change Management Procedures)
- Ensure that all documentation is kept current
- Prepare and deliver regular status reports to Client (weekly, monthly)
- Participate in Client conference calls (daily, weekly, monthly, as needed)
- Work with Client and appropriate Qwest resources to coordinate contractual changes as needed

Qwest also offers a CSM for our Small Business Customers. While the Small Business CSM's scope of responsibilities is more limited than that of the CSM role listed above, the intent is the same - to provide all of our managed services customers operational excellence through personalized service.

- **b. Flexibility in hosting location:** customers can choose to have hosting services provided at a Qwest CyberCenter™, on the customer's premise or at an alternate site.
- c. Monitoring Portal: Every time you order an instance of operating system, application or database monitoring or management you will also receive access to the Hosting Monitoring portal for real-time viewing of your hosted environment.
- **d. Detailed Statement of Work:** Qwest will prepare a detailed Statement of Work outlining your proposed managed service environment, custom-tailored to meet your needs.
- **e. Service Guarantees:** Every managed service solution is backed by Service Guarantees. Please reference your contract for exact and most up to date SLA language.



• End-to-end Availability SLAs are available upon customer request for your managed service environment

- Implementation SLAs. Within 3 days of your kickoff call, Qwest will develop an implementation SLA for your new managed environment. SLA will be measured by the Qwest implementation project plan. Any customer-caused delays during implementation will render the Qwest implementation SLA null and void.
- Facility SLAs. Qwest will maintain redundant HVAC support for the raised floor in the Cyber Center in order to
 maintain an appropriately air-conditioned environment (between 55 degrees and 85 degrees Fahrenheit) and
 proper relative humidity level (between 20% and 65%) (these are measured as site averages), as measured by
 Qwest ("HVAC SLA"). If the temperature and/or humidity fails to comply within a sustained 1 hour time period,
 with the HVAC SLA, Qwest shall have four (4) hours to remedy the non-compliance before Customer will be
 entitled to any HVA SLA credits.
- **f. Best-of-Breed Tools:** Qwest ensures that all tools and systems (ticketing, ordering, change management), and portal are at the highest industry standards. Best of breed tools include HP OpenView, BMC Software, System Shepherd, Clarify, and many more.
- **g. Experience:** At Qwest, we've been managing customer applications since 1994. With numerous certifications, countless hours of hands-on technical experience, and proven processes, we are committed to the customers' success.

MANAGED SERVICES OFFERINGS:

For customers whose needs exceed those offered by the Collocation Plus services, Qwest offers a comprehensive, modular suite of Managed Hosting Services adaptable to a customer's precise needs.

Our highly interactive methodology ensures we understand your hosted architecture, application dependencies, service level requirements and various operational needs. Since 1994 Qwest has been in the business of managing customer environments - our proven methodologies, change management processes, and suite of operational support systems ensure we utilize best practices for every customer endeavor.

Operating System, Web Application, Enterprise, and Database Monitoring and Management

Qwest offers a wide array of monitoring and management services spanning hardware, operating systems, applications, and databases. A partial list is included below. Qwest offers three flavors of service, Standard, Medium, and Full Support.

Standard Monitoring and/or Management is provided for customers desiring a simple cost effective, yet reliable support solution. Monitoring is concentrated on the top six most critical parameters. Five hours of management support per month per instance is included, and as well the service includes a monitoring portal for real time viewing of your environment.

Both the Medium and Full Monitoring and/or Management services are provided for customers desiring a comprehensive, fully loaded support of their most critical application and platform parameters. Prevent downtime and poor system performance before they become financial and operational burdens. With highly redundant alerting architecture and a staff of expert administrators Qwest provides you with the most powerful support and maintenance capabilities available today.

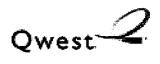
Allaire JRun Apache Ariba AS/400 ATG Dynamo

AXIS SOAP engine Baan BEA Tuxedo BEA WebLogic Bluestone Total e
Business



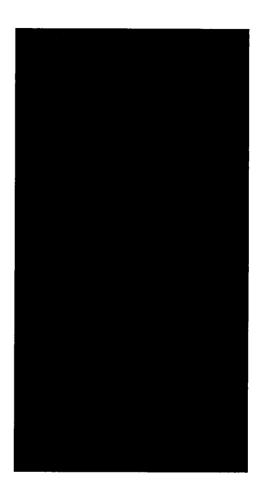
BroadVision	Business Connector	Citrix	CheckPoint Firewall	CiscoSecure PIX Firewall
Cognos	Cold Fusion	Compaq Insight Manager	CONTROL - M	Dell OpenManage
Documentum	Documentum e- content Server	HP MCS Service Guard	HPUX	IBM AIX
IBM DB2	IBM DB2 Universal Database	IDS/9000	Informix	Inktomi Traffic Server
Internet Server Manager	Intershop Enfinity	iPlanet	iPlanet LDAP	J.D.Edwards OneWorld (back- end support only)
J.D.Edwards XPI	Lawson (back-end support only)	Linux	Lotus Notes Domino (back-end support only)	Microsoft Cluster Server
Microsoft Exchange (back-end support only)	Microsoft Host Integration Server	Microsoft IIS	Microsoft Navision Axapta	Microsoft SQL Server
Microsoft Systems Management Server	Microsoft Windows OS	Microsoft Windows Terminal Services	Netscape Enterprise Server	NetWare
Nokia WAP Server	OMS	Open VMS	Oracle	Oracle Applications
Oracle RAC	PeopleSoft (back- end only)	Portal Infranet	Progress	Progress SQL
QAD	Qmail	Remedy	Resonate Central Dispatch	SAP
Sendmail	Siebel (back-end only)	Site Minder	Solaris	Spectra
SPECTRUM	Squid	Stronghold	Sun Cluster	Sybase
TIBCO	Tomcat/JBoss	UDC	Veritas Cluster Server	Veritas File System
Veritas NetBackup	Veritas Volume Manager	Vignette	Visualis	Vitria
Web Data Optimizer	Web Service UDDI Server	Web Transaction Monitor	WebMethods	WebSphere
XP	Zeus			

Consulting Services: Qwest offers consulting services in a multitude of arenas. Consulting is provided on a Statement of Work basis in the following areas:



- Capacity Planning
- LAN/WAN Architecture
- High Availability
- DMZ Architecture
- Ghost Hunt (in-depth trouble-shooting of your environment)
- Disaster Recovery





Section Four Customer Solution

To a National Association



ADD CUSTOM SOLUTION SUMMARY: STATEMENT OF WORK

772

This statement of work ("Statement of Work" or "SOW") serves as an addendum to the Agreement between Customer and Qwest. The SOW includes a definition of the Managed Hosting Service to be provided at the CyberCenter, an overview of the proposed approach, deliverables, key assumptions, staffing, responsibilities of both parties, an estimated project schedule and professional fees and expenses. Except as otherwise set forth in this SOW or as otherwise set forth in the Dedicated Hosting service description (Dedicated Hosting Service Exhibit) and/or Managed Hosting Service description (Managed Hosting Service Exhibit), capitalized terms shall have the definitions assigned to them in the Agreement. Except as otherwise set forth herein, technical terms commonly used in the industry that appear in this SOW shall be so construed. This Statement of Work defines the scope of services to be performed by Qwest related to the Managed Hosting Services project ("Project") for Customer. Qwest will provide all deliverables detailed in this Statement of Work. Any additional work not included in this document must be described in a Qwest Change Request (as more fully described herein). Customer agrees to use this format when requesting any changes to this Statement of Work. Qwest and Customer must authorize all change activity before work begins.

710

SERVICE LIST

, [D	Sarvilee	@TY
1.2.1.12	Full OS/HW Manage, Monitor, Configure, Install: Windows 2000/2003 (order with other Full Services) 1.2.5.3 - Full HW Manage: Server Hardware & External Storage (1SOE hour) 1.2.2.1 - Legacy Configure & Install: Server Hardware & OS 1.3.3.1 - Legacy Install: Hardware (rack/stack) 1.3.4.1 - Legacy Install: Hardware (addl server components) 1.4.3.1 - Legacy Install: OS 1.4.1 - Legacy Configure: OS 1.2.7.6I - Full OS Monitor: Windows Incremental 1.2.7.6I - Full OS Monitor: Windows Incremental 4.5.5.6 - Customer Notification Full: Email, Phone, Pager 4.5.5.6 - Customer Notification Full: Email, Phone, Pager 1.5.6.34 - Full OS Manage, Configure, Install: Microsoft Windows 2000/2003 1.5.6.34 - Full Windows OS Manage, Configure, Install: Microsoft Windows 2000/2003	2
1.2.1.14	Full OS/HW Manage, Monitor, Configure, Install: UNIX/Linux (order with other Full Services) 1.2.5.3 - Full HW Manage: Server Hardware & External Storage (1SOE hour) 1.2.2.1 - Legacy Configure & Install: Server Hardware & OS 1.3.3.1 - Legacy Install: Hardware (rack/stack) 1.3.4.1 - Legacy Install: Hardware (addl server components) 1.4.3.1 - Legacy Install: OS 1.4.4.1 - Legacy Configure: OS 1.2.7.11 - Full Monitor: UNIX/Linux Incremental 1.2.7.11 - Full Monitor: UNIX/Linux Incremental 4.5.5.6 - Customer Notification Full: Email, Phone, Pager 4.5.5.6 - Customer Notification Full: Email, Phone, Pager 1.5.6.35 - Full OS Manage, Configure, Install: UNIX/Linux 1.5.6.35 - Full OS Manage, Configure, Install: UNIX/Linux	2
1.2.1.4	Full OS/HW Manage, Monitor, Configure, Install: Server Hardware/OS: Windows2000/2003 1.2.5.3 - Full HW Manage: Server Hardware & External Storage (1SOE hour) 1.5.6.34 - Full Windows OS Manage, Configure, Install: Microsoft Windows 2000/2003 1.2.2.1 - Legacy Configure & Install: Server Hardware & OS 1.3.3.1 - Legacy Install: Hardware (rack/stack) 1.3.4.1 - Legacy Install: Hardware (addl server components) 1.4.3.1 - Legacy Install: OS	4



10	Service	@IIY
	1.4.4.1 - Legacy Configure: OS 1.2.7.6 - Full OS Monitor: Windows 1.2.7.6 - Full OS Monitor: Windows 4.5.5.6 - Customer Notification Full: Email, Phone, Pager	
1.6.1.3	Database Full Management, Configure, Install: Oracle 8i/9i or MSSQL 7/2000/2003 1.6.2.1 - Database Full Configure/Install: Oracle 8i/9i or MS SQL 7/2000/2003 1.6.3.1 - Database Install: Oracle 8i/9i or MS SQL 7/2000/2003 1.6.4.1 - Database Configure: Oracle 8i/9i or MS SQL 7/2000/2003 1.6.5.1 - Database Full Management - Oracle 8i/9i or MSSQL 7/2000/2003 1.6.5.1 - Database Full Management: Oracle 8i/9i or MS SQL 7/2000/2003 4.5.5.6 - Customer Notification Full: Email, Phone, Pager	4
1.6.7.1	Database Full Monitor: MS SQL 7/2000/2003 0-1.6.7.1 - Database Full Monitor: MS SQL 7/2000 4.5.5.6 - Customer Notification Full: Email, Phone, Pager	2
1.6.7.5	Database Full Monitor: Oracle 8i/9i 1.6.7.5 - Database Full Monitor: Oracle 8i/9i 4.5.5.6 - Customer Notification Full: Email, Phone, Pager	2
5.3.1.7	Storage Tape BU 5.3.1.7 - Storage Tape BU	1000
5.3.1.8	Storage tape BU 100 Mbps 5.3.1.8 - Storage tape BU 100 Mbps	2
5.3.1.9	Storage Tape BU 1000 Mbps 5.3.1.9 - Storage Tape BU 1000 Mbps	6
\$3.3.1.1	Standard Manage, Monitor, Configure, Install: Router/Switch S1.3.3.1 - Standard Install: Network Hardware 1 SOE Hour (rack/stack) S1.3.7.1 - Standard Monitor: ICMP Ping (available as Colo) S3.3.4.1 - Standard Configure: Router/Switch S3.3.6.1 - Standard Manage: Switch/Router 1 SOE Hour S4.5.5.6 - Enhanced Notification: Email, Phone, Text Pager GLOSSARY - HOSTING GLOSSARY DEFINITION - SOE Hours Activation - Production DEFINITION - SOE Management Patch Support DEFINITION - SOE Management Reactive Management DEFINITION - SOE Management Proactive Management DEFINITION - SOE Hours Activation - Implementation	2

SERVICE DETAILS

4.5.5.6 : Questonner Nontreathon Full: Emell, Phones, Page			
		24 Hour Customer Notification Qwest has developed a problem management process to identify and track problems identified on the customer's system. First Touch Response (FTR) will notify the customer via email, phone	



	or pager, anytime a provided service alarms outside the contracted service levels. FTR will continue to escalate to customer until response received from customer. (Limited to 3 levels) Can support any SMTP protocol, enabling text pager notification. FTR will send notification (email only) to customer at the time the problem is resolved. Requesting permission to close the case.
	24 Hour Qwest Escalation Qwest has developed a problem management process to identify and track problems identified on the customer's system. First Touch Response (FTR) will notify the correct Qwest organization that has responsibility for the managed service purchased by the customer. FTR will continue to escalate until the correct Advance Support Team (AST) has responded to the problem and taken responsibility.
	Staffed 24x7x365 Incident fully documented in Hosting Trouble Management System (HTMS) Access to online E-Support Customer Portal to view incident report Incident Coordinator on duty to manage the problem management process through resolution.
Exclusions	
Restrictions	Limited to 3 levels of escalation. Only 5 authorized contacts. One escalation path for all problems.
	Can only be ordered as an upgrade to 4.5.5.7 Customer Notification E mail only which is bundled with full monitoring blocks
Caveats	
Required Support Information	Up-to-date lists of authorized contacts for emergency and administrative purposes Updated SMTP addresses

11.6.41.1 = Defeate	କ୍ତେ Configure: Oracle ଖେମୀ or ivis ହଉଁଧ 7/2000/2003
Service Description	Provides for configuration of an instance of Oracle and SQL Server databases. The scope of Qwest's responsibility at this level includes all features covered by configuration services.
	Service Features: • Product includes configuration of one instance either Oracle or MS SQL Server. • Oracle: An instance is everything required for ORACLE to run; background processes and memory, An instance is the means of accessing a database, each instance can be identified by a unique identifier on the operating system • MS Sql Server: An instance refers to the memory, files and services used by that particular installation Database Configuration Services – SOW



I System Preparation Review (Oracle)

A database administrator will review the following:

- Installation of the Oracle server and application tools
- · Allocation of system storage requirements for the database system
- Document the primary database storage structures (tablespaces) after application developers have designed an application
- Document primary objects (tables, views, indexes) once application developers have designed an application
- Document the database structure, as necessary, from information given by application developers
- · Review enrolled users and system security
- Ensure compliance with your Oracle license agreement
- Review control and monitoring user access to the database
- Review the performance of the database
- · Document backup and recovery of database information
- · Document archived data on tape
- · Review backing up and restore procedure for the database

I System Preparation Review (SQL)

- A database administrator's will review the following:
- Installation of the SQL server and application tools
- · Allocation of system storage requirements for the database system
- Document the primary database storage structures (Files and Filegroups) after application developers have designed an application
- Document primary objects (tables, views, indexes) once application developers have designed an application
- Document the database structure, as necessary, from information given by application developers
- · Review enrolled users and system security
- Ensure compliance with your SQL Server license agreement
- Review control and monitoring user access to the database
- Review the performance of the database
- · Review backup and recovery of database information
- · Document archived data on tape
- Review backing up and restore procedure for the database

II Plan the Database Configuration (Oracle)

- Plan the database tables and indexes and estimate the amount of space they will require.
- Plan the layout of the underlying operating system files that are to comprise your database. Proper distribution of files can improve database performance dramatically by distributing the I/O for accessing the files. There are several ways to distribute I/O when you install Oracle and create your database. For example, placing redo log files on separate disks or striping; placing datafiles to reduce contention; and controlling density of data (number of rows to a data block).
- Consider using the Managed Files features to create and manage the operating system files that comprise your database storage and ease their administration.
- Select the global database name, which is the name and location of the database within the network structure and create the global database name.



- Review the initialization parameters that comprise the initialization parameter file which allows you to store and manage your initialization parameters persistently in a server-side disk file.
- · Select the database character set.
- Select the standard database block size. The system tablespace and most other tablespaces use the standard block size. Additionally, you can specify up to four non-standard block sizes when creating tablespaces.
- Use an undo tablespace to manage your undo records, rather than rollback segments.
- Develop a backup and recovery strategy to protect the database from failure. It is important to protect the control file by multiplexing, to choose the appropriate backup mode, and to manage the online and archived redo logs.
- Review the principles and options of starting up and shutting down an instance and mounting and opening a database

II Plan the Database Configuration (SQL)

- Plan the database tables and indexes and estimate the amount of space they will require.
- Plan the layout of the underlying operating system files that are to comprise your database. Proper distribution of files can improve database performance dramatically by distributing the I/O for accessing the files. There are several ways to distribute I/O when you install SQL Server and create your database. For example, placing log files on separate disks or striping; placing datafiles to reduce contention; and controlling density of data (number of rows to a data block).
- Consider using the Managed Files features to create and manage the operating system files that comprise your database storage and ease their administration.
- Review the configuration parameters.(For Eaxmple parameters like Memory allocated for SQL Server,MAx Degree of parallelism)
- Review the backup and recovery strategy to protect the database from failure. It is important to backup master database and also manage and maintain the size of the log files as they are dependent on backup startegy in full recovery mode
- Review the principles and options of starting up and shutting down an instance.

III Configure The Database (Oracle)

- · Define the Instance Identifier
- Establish the Database Administrator Authentication Method
- Create the Initialization Parameter File
- · Connect to the Instance
- · Start the Instance.
- Create Additional Tablespaces
- Run Scripts to Build Data Dictionary Views
- Run Scripts to Install Additional Options (Optional)
- Create a Server Parameter File (Recommended)
- Back Up the Database



	III Configure The Database (SQL) • Define the Authentication Method for SQI Server Security
	Enable the required network protocols using Server network utility
	Define the required options in Model database
	Create Additional Databases (as required)
	Back Up the Databases to filesystem
	Does not include: • Does not include operating system installation • Does not include operating system configuring • Does not include database software installation • Does not include application installation • Does not include application configuration • Does not include legacy data migration • Does not include legacy data migration • Devices with non-routable IPs, or which are not visible to the public internet, or which do not have a unique IP Customer is required to obtain/provide the following: • Server name and IP address • Frontend access to server • User accounts/passwords for Qwest DBA team • Any Requirements for configuration that the application needs • Database backup and recovery strategy Qwest is required to obtain/provide the following: • Configuration a plan • Validation of database configuration
Exclusions	Devices with non-routable IPs, or which are not visible to the public internet, or which do not have a unique IP, are specifically excluded. Devices not covered with this specific block, such as clustered servers, high availability or disaster recovery. Work beyond this may be performed via hourly hosting consultation charges at Qwest's prevailing rates, subject to the availability of the necessary resources.
Restrictions	All exclusions, prerequisites, restrictions, responsibilities (both Qwest and Customer), caveats, and required support information, from all component or prerequisite blocks must be satisfied to support this block
Caveats	Does not include operating system installation Does not include operating system configuring Does not include database software installation Does not include application installation



	 Does not include application configuration Does not include legacy data migration Does not include configuring the network devices to ensure connectivity
Required Support Information	 All user accounts and schema required for install Up-to-date lists of authorized contacts for emergency and administrative purposes Operating system diagram showing detailed configuration, if Hosting has not done the installation. IP Assignment diagram

1.6.51 | Database Full Menegement: Oracle 879 or MS SQL 7/2000/2003

Service Description

Provides for 18 hours of DBA support per month for the management of Oracle or MS SQL Server databases. The scope of Qwest's responsibility at this level includes features such as startup, shutdown, and backing up of databases. Provide notification to [Client] personnel identified in the Procedures Manual of any unscheduled system shutdown

Oracle Service Features:

- Product covers one production instance
- An instance is everything required for ORACLE to run; background processes and memory. An instance is the means of accessing a database and each instance can be identified by a unique identifier in the operating system.

DBA will:

- Proactively evaluate database tuning opportunities. i.e. Indexes, datafile placement, bad SQL statements and memory utilization and notify customer of recommended improvements
- Execute customer requested database changes/updates
- Customer will submit a fully completed CCF(customer change form)to First Touch Response who will open a clarify case and assign it to the DBA team. DBA team will review and apply to lowest level of available managed database. If there is no such instance available to Qwest, one may be created as a staging instance, for testing, then the change will be applied to production
- Execute patches and/or upgrade database executables
- Designated as second or third decimal point or similar lower level changes ("Patches") as QWEST reasonably determines are required for QWEST to meet QWEST procedures and Service Levels
- Provide database backups as per our hot backup product 5.3.1.2
- Upon customer request, clone/refresh as per hot backup product 5.3.1.2
- · Manage database users and their roles
- · Customers will not be allowed administrative rights
- Email notification on performance alarms, notification and escalation. See Customer Notification product 4.5.5.6 for exact details

Microsoft SQL Service Features:

- Product covers one production instance.
- · An SQL instance, which refers to both the memory and files used by that particular installation



DBA will:

- Proactively evaluate database tuning opportunities. i.e. Indexes, datafile placement, bad SQL statements and memory utilization and notify customer of recommended improvements.
- Execute customer requested database changes/updates
- Customer will submit a fully completed CCF(customer change form)to First Touch Response who will open a clarify case and assign it to the DBA team. DBA team will review and apply to lowest level of available managed database. If there is no such instance available to Qwest, one may be created as a staging instance, for testing, then the change will be applied to production
- Execute patches and/or upgrade database executables
- Designated as second or third decimal point or similar lower level changes ("Patches") as QWEST reasonably determines are required for QWEST to meet QWEST procedures and Service Levels
- Provide database backups as per hot backup product 5.3.1.2
- Upon customer request, clone/refresh as per hot backup product 5.3.1.2
- · Manage database users and their roles
- Customers will not be allowed system administrator (SA) rights
- Email notification on performance alarms, notification and escalation. See Customer Notification product 4.5.5.6 for exact details.
 Restrictions:

If installation and configuration of the database(s) is/are not done by Qwest, there will be a discovery period that will include trial period to test configurations and setup monitoring tools.

Qwest reserves the right to discontinue monitoring an event which causes recurring alarms if Customer does not take corrective action within 7 days when the event is not the responsibility of Qwest. When the customer takes the corrective action and notifies Qwest, Qwest will again commence monitoring such event(s). Qwest will utilize the Qwest Change Management processes to notify customers of the pending action to discontinue monitoring.

Qwest periodically reviews systems management alerting thresholds and data collection metrics and reserves the right to add, modify, or delete monitoring templates as required to provide the optimum customer experience.

Any additional software that must be developed/purchased by Qwest or monitoring that must be customized to detect a change to the operating state of customer's environment, other than as listed here, will be done on a project basis and will incur a custom monitoring fee utilizing Qwest Change Management processes

All exclusions, prerequisites, restrictions, responsibilities (both Qwest and Customer), caveats, and required support information, from all component or prerequisite blocks must be satisfied to support this block.

Does not include:

- Operating system configuring
- Configuring the network devices to ensure connectivity
- Devices not covered with this specific block, such as clustered servers, high availability or disaster recovery. Work beyond this may be performed via hourly hosting consultation charges at Qwest's prevailing rates, subject to the availability of the necessary resources.
- Sql statement tuning
- · Tablespace re-organizations



	Implementation changes provided by customer for any third party to the managed software environment Initial data load to create database Capacity planning
	Customer is required to obtain/provide the following: Operating system diagram showing detailed configuration, if Hosting has not done the
	 installation. Network diagram showing detailed configuration, if Hosting will connect the network cables Rack/Cage diagram
	Power diagram IP Assignment diagram Firewall
	 For Oracle, provide Oracle User access or Standard User with Sudo privileges to Oracle for database management. For MS SQL, provide SYSADMIN access. Up-to-date lists of authorized contacts for emergency and administrative purposes utilizing
	Qwest Hosting's First Touch Response Customer Service • CCF forms for any and all changes wanted in the database, customers will be requested to follow the Qwest change management process
	 For Oracle, provide Oracle User access or Standard User with Sudo privileges to Oracle for database management. For MS SQL, provide SYSADMIN access. Server name and IP address
	 Front-end access to server Purchase Product Licenses (Oracle or MS SQL) and provide access to Vendor Support Provide quarterly maintenance window for Qwest
	Qwest is required to obtain/provide the following: • Verify database configuration with sign off from customer • Perform management and notification per the SOW
	 Perform proactive troubleshooting per the SOW Validation of backups with a test restore with sign off from customer Validation of monitoring (Product 1.6.7.2 Database Full Monitor is a prerequisite for database management) by verifying data collection.
Exclusions	Devices not covered with (but not restricted to) this specific block, for example, clustered servers, high availability or disaster recovery. Work beyond this may be performed via hourly hosting consultation charges at Qwest's prevailing rates, subject to the availability of the necessary resources.
Restrictions	Qwest reserves the right to discontinue monitoring an event which causes recurring alarms if Customer does not take corrective action within 7 days when the event is not the responsibility of Qwest. When the customer takes the corrective action and notifies Qwest, Qwest will again commence monitoring such event(s). Qwest will utilize the Qwest Change Management processes to notify customers of the pending action to discontinue monitoring. • Any additional software that must be developed/purchased by Qwest or monitoring that must be customized to detect a change to the operating state of customer's environment, other than as listed here, will be done on a project basis and will incur a custom monitoring fee utilizing Qwest Change Management processes. • Qwest periodically reviews systems management alerting thresholds and data collection metrics and reserves the right to add, modify, or delete monitoring templates as required to

provide the optimum customer experience.

metrics and reserves the right to add, modify, or delete monitoring templates as required to



	 If installation and configuration of the database(s) is/are not done by Qwest, there will be a discovery period that will include a trial period to test configurations. All exclusions, prerequisites, restrictions, responsibilities (both Qwest and Customer), caveats, and required support information, from all component or prerequisite blocks must be satisfied to support this block. If Customer Premises an additional 8 hours or NRC will be added. The discovery document will need to be filled out. – If customer choice is Qwest ½ Discovery NRC will be applied to first month MRC.
Caveats	Does not include operating system configuring Does not include configuring the network devices to ensure connectivity
Required Support Information	Operating system diagram showing detailed configuration, if Hosting has not done the

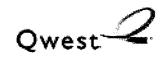
0-1.6.77.1 - Database Full Montia: MS SOL 7/2000

Service Description

Provides Full system monitoring of MS SQL systems. The scope of Qwest's responsibility includes monitoring specific software parameters which indicate the health of the software. For each instance of this orderable item, customer is limited to, at most, two (2) instances of this application. Additional groups of two (2) applications may be purchased.

Service Features:

- Document hardware configuration, Operating System configuration, and IP connectivity
- Install server-specific monitoring agent software on the monitored customer equipment (requires root/administrator access)
- · Generate an alarm if a threshold condition is reached
- · Provide web-accessible Portal for alarm and trending data
- Real Time Alarms:
- · · · Active & Historical Alerts sorted by System
- ••• Active & Historical Alerts sorted by Creation Time
- .. Application Critical Metrics:
- ••• AVAILABILITY: check # of Processes (BlockerProcs)
- ••• AVAILABILITY : check Error Log Updates (ErrorLogUpdates)
- ••• AVAILABILITY: check # of Processes (NumBlockedProcesses)



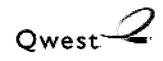
```
••• AVAILABILITY : check Status (SQLServerStatus)
••• AVAILABILITY : check Status (SuspectDatabases)
••• CAPACITY: check # of Available Connections (ConnectionsRemaining)
••• CAPACITY: check Number of Idle Processes (IdleProcs)
••• CAPACITY: check # of Available Locks (LocksRemaining)
••• CAPACITY: check Number of Processes (NumProcesses)
••• CAPACITY: check Number of Connections (UserConnections)
••• DATABASE : check % of Database Space Used (DatabaseSpaceUsedPct)
••• DATABASE : check % of Transaction Log Space Used (LogSpaceUsedPct)
••• DATABASE : check oldest transaction (LongRunningTrans)
••• DISK: check # of Disk I/O Errors (DiskloErrors)
••• DISK: check # of Disk I/O Reads (DiskloReads)
••• DISK : check # of Disk I/O Writes (DiskloWrites)
••• FILE : check % of File Space Used (SpaceUsedPct)
••• FILEGROUP: check % of Space Used (SpaceUsedPct)
••• LOCKS : check # of Lock Requests Per Sec (LockRequestsPerSec)
••• LOCKS : check % of Lock Requests Per Sec That Had to Wait (LockRequestWaitPercent)
••• NETWORK : check # of Packet Errors (PacketErrors)
••• NETWORK : check # of Packets Received (PacketReceived)
••• NETWORK : check # of Packets Sent (PacketSent)
••• OBJECTS : check # of Rows in Table (RowCountEstimate)
••• PERFORMANCE : check % of Time a Request is Found in Cache (CacheHitRatio)
••• PERFORMANCE : check % of Time the SQL Server Was Busy (CpuBusy)
••• PERFORMANCE : check % of Time the SQL Server Was Idle (Cpuldle)
••• PERFORMANCE : check % of Time the SQL Server Performed I/O Operations (CpuIOBusy)
••• PERFORMANCE : check Operating Response Time in msec (ResponseExecTime)
••• PERFORMANCE : check Number of tsgl Batches Executed Per Sec (TransactionsPerSec)
•• The conditions monitored for alarms are specific to MS SQL, and are:
••• AVAILABILITY: check Blocker Processes every 330 seconds (BlockerProcs);
> 3 ALARM
••• AVAILABILITY: check Error Log Updates every 1 seconds (ErrorLogUpdates);
1 = ALARM
••• AVAILABILITY: check # Blocked Processes every 300 seconds (NumBlockedProcesses); > 6
••• AVAILABILITY: check SQL Agent Job Failures every 900 seconds (SQLAgentJobFailures); >
0 ALARM
••• AVAILABILITY: check SQL Agent Status every 300 seconds (SQLAgentStatus);
1 = ALARM
••• AVAILABILITY: check SQL Server Status every 40 seconds (SQLServerStatus):
1 = ALARM
••• AVAILABILITY: check Suspect Databases every 4 hrs seconds (SuspectDatabases);
1 = ALARM
••• CAPACITY: check Connections Remaining every 900 seconds (ConnectionsRemaining);
3-4 = WARN: 0-2 = ALARM
••• CAPACITY: check Locks Remaining every 900 seconds (LocksRemaining);
51-75 = WARN; 1-50 = ALARM
••• DATABASE: check Database Space Used Pct every 2040 seconds
(DatabaseSpaceUsedPct);
95-97 = WARN: 97-100 = ALARM
••• DATABASE: check Log Space Used Pct every 1440 seconds (LogSpaceUsedPct);
```

••• AVAILABILITY: check # of Failed Jobs (SQLAgentJobFailures)

••• AVAILABILITY : check Status (SQLAgentStatus)



95-97 = WARN: 97-100 = ALARM ••• DISK: check Disk IO Errors every 300 seconds (DiskloErrors): ••• FILE: check Space Used Pct every 2040 seconds (SpaceUsedPct); 95-97 = WARN: 97-100 = ALARM ••• FILEGROUP; check Space Used Pct every 2040 seconds (SpaceUsedPct): 95-97 = WARN: 97-100 = ALARM ••• NETWORK: check Packet Errors every 300 seconds (PacketErrors): 10-25 = WARN ••• PERFORMANCE: check Cache Hit Ratio every 300 seconds (CacheHitRatio); 70-80 = WARN: 0-70 = ALARM ••• PERFORMANCE: check Cpu Busy every 300 seconds (CpuBusy); 90-95 = WARN: 95-100 = ALARM ••• PERFORMANCE: check Cp Idle every 300 seconds (Cpuldle); 4-10 = WARN; 0-4 = ALARM ••• PERFORMANCE: check Cpu IO Busy every 300 seconds (CpuIOBusy); 40-70 = WARN: 70-100 = ALARM **Exclusions** • Devices with non-routable IPs, or which are not visible to the public internet, or which do not have a unique IP, are specifically excluded • Devices for which there are no monitoring agents available are specifically excluded Restrictions · This service is not restricted to location Monitoring configurations will be setup on a standalone server basis and will not be aware of any clustered environments. Cluster-aware monitoring may require the additional purchase of licenses to support such an environment. Any requirement to monitor an application or database within a clustered environment will be done on a project basis and will incur a custom monitoring fee utilizing Qwest Change Management processes. Applications, File Systems, Volumes, or other resources which may be associated with a cluster will only be monitored on the primary server, unless cluster-aware monitoring is purchased. Any changes to thresholds or alert events requires the customer to select Custom Monitoring. not this block · Qwest reserves the right to discontinue monitoring an event which causes recurring alarms if Customer does not take corrective action within 7 days when the event is not the responsibility of Qwest. When the customer takes the corrective action and notifies Qwest, Qwest will again commence monitoring such event(s). Qwest will utilize the Qwest Change Management processes to notify customers of the pending action to discontinue monitoring. · Any additional software that must be developed/purchased by Qwest or monitoring that must be customized to detect a change to the operating state of customer's environment, other than as listed here, will be done on a project basis and will incur a custom monitoring fee utilizing Qwest Change Management processes. · Qwest periodically reviews systems management alerting thresholds and data collection metrics and reserves the right to add, modify, or delete monitoring templates as required to provide the optimum customer experience. • Because this secure monitoring is offered over a VPN, the customer must have a firewall capable of establishing a 3des vpn tunnel with a Nokia firewall running Checkpoint Firewall Software.



Caveats	Short-duration 'threshold events' will not be detected due to polling interval Intermittent events may cause alarms which cannot later be verified (ghosts), particularly if the customer has scheduled processes which harvest old files
Required Support Information	Updated list of authorized contacts for emergency and administrative purposes

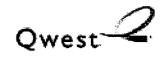
16,7,5 Defense Full Monnor Oracle :1491

Service Description

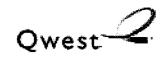
Provides Full system monitoring of ORACLE systems. The scope of Qwest's responsibility includes monitoring specific software parameters which indicate the health of the software.For each instance of this orderable item, customer is limited to, at most, two (2) instances of this application. Additional groups of two (2) applications may be purchased.

Service Features:

- · Document hardware configuration, Operating System configuration, and IP connectivity
- Install server-specific monitoring agent software on the monitored customer equipment (requires root/administrator access)
- · Generate an alarm if a threshold condition is reached
- · Provide web-accessible Portal for alarm and trending data
- Real Time Alarms:
- · · · Active & Historical Alerts sorted by System
- ••• Active & Historical Alerts sorted by Creation Time
- .. Application Critical Metrics:
- ••• AVAILABILITY: None (Alerts)
- ••• AVAILABILITY: # of Logs (ArchFreeSpace)
- ••• AVAILABILITY: None (CannotExtend)
- ••• AVAILABILITY: # of Extents (ExtentsLeft)
- ••• AVAILABILITY: % of Space (FreeSpace)
- ••• AVAILABILITY: None (FreeSpaceDeficit)
- ••• AVAILABILITY: # of Lock Conflicts (LockConflicts)
- ••• AVAILABILITY: None (InstanceStatus)
- ••• AVAILABILITY: # of Available Extents (RSExtentsLeft)
- ••• AVAILABILITY: # of MB Left (RSSpaceLeft)
- ••• AVAILABILITY: # of MB Left (SystemTSLeft)
- ••• AVAILABILITY: % of Space Left (TempTSLeftPct)
- · · · LISTENER: None (ListenerStatus)
- ••• PERFORMANCE: Percentage of Sorts (DiskSorts)
- ••• REPLICATION(1): Number of Two-Phase Commits (InDoubtTrans)

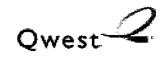


```
••• REPLICATION: Deferred Remote Procedure Calls (RPCsPending)
••• REPLICATION: Number of Jobs (RepConflicts)
••• SGA: Physical Data Blocks Reads to Requests (BuffHitRatio)
••• SGA: Percentage of Reguests (DictHitRatio)
••• SGA: Percentage of Requests (LibGetHitRatio)
••• TABLESPACE(2): None (AutoExtended)
••• TABLESPACE: Percentage of Space (PctUsed)
••• TABLESPACE: Number of MB (SpaceLeft)
••• USERS: Number of Problem Users (ProblemUsers)
••• USERS: Number of User Sessions (Users)
••• USERS INSTANCE(3): Number of Logical Reads (USRLogicalReads)
•• The conditions monitored for alarms are specific to ORACLE, and are:
••• AVAILABILITY: check Alerts every 600 (Alerts);
2-4 = WARN, 4-6 = ALARM
••• AVAILABILITY: check FreeSpace every 1800 seconds (ArchFreeSpace);
21-30 = WARN, 0-20 = ALARM
••• AVAILABILITY: check Extend every 1800 seconds (CannotExtend);
1 = ALARM
••• AVAILABILITY: check Extents Left every 1800 seconds (ExtentsLeft);
11-25 = WARN, 0-10 = ALARM
••• AVAILABILITY: check Free Space every 1800 seconds (FreeSpace);
5-10 = WARN, 0-5 = ALARM
••• AVAILABILITY: check Free Space Deficit every 1800 seconds (FreeSpaceDeficit);
1 = ALARM
••• AVAILABILITY: check Lock Conflicts every 1800 seconds (LockConflicts);
0-3 = ALARM after 2 polls
••• AVAILABILITY: check Instance Status every 60 seconds (InstanceStatus);
1 = WARN, 2 = ALARM
••• AVAILABILITY: check RS Extents Left every 1800 seconds (RSExtentsLeft);
0-5 = WARN, 5-10 = ALARM
••• AVAILABILITY: check RS Space Left every 1800 seconds (RSSpaceLeft);
5-10 = WARN, 0-5 = ALARM
••• AVAILABILITY: check System TS Left every 1800 seconds (SystemTSLeft);
5-10 = WARN, 0-5 = ALARM
••• AVAILABILITY: check Temp TS Left Pct every 1800 seconds (TempTSLeftPct);
5-10 = WARN, 0-5 = ALARM
••• SGA: check Buffer Hit Ratio every 1800 seconds (BuffHitRatio);
70-80 = WARN, 0-70 = ALARM after 2 polls
••• SGA: check Dictionary Hit Ratio every 1800 seconds (DictHitRatio);
87-92 = WARN, 0-87 = ALARM after 2 polls
••• SGA: check Library Get Hit Ratio every 1800 seconds (LibGetHitRatio);
87-92 = WARN, 0-87 = ALARM after 2 polls
••• TABLESPACE: check Pct Used every 1800 seconds (PctUsed);
90-95 = WARN, 95-100 = ALARM
(1) REPLICATION items available if the database is configured for replication
(2) TABLESPACE items are only available if specific tablespaces are monitored. This is not
enabled by default.
(3) USERS items available if specific users are being monitored
```



-	
Exclusions	 Devices with non-routable IPs, or which are not visible to the public internet, or which do not have a unique IP, are specifically excluded Devices for which there are no monitoring agents available are specifically excluded
Restrictions	This service is not restricted to location Monitoring configurations will be setup on a standalone server basis and will not be aware of any clustered environments. Cluster-aware monitoring may require the additional purchase of licenses to support such an environment. Any requirement to monitor an application or database within a clustered environment will be done on a project basis and will incur a custom monitoring fee utilizing Qwest Change Management processes. Applications, File Systems, Volumes, or other resources which may be associated with a cluster will only be monitored on the primary server, unless cluster-aware monitoring is purchased. Any changes to thresholds or alert events requires the customer to select Custom Monitoring, not this block Qwest reserves the right to discontinue monitoring an event which causes recurring alarms if Customer does not take corrective action within 7 days when the event is not the responsibility of Qwest. When the customer takes the corrective action and notifies Qwest, Qwest will again commence monitoring such event(s). Qwest will utilize the Qwest Change Management processes to notify customers of the pending action to discontinue monitoring. Any additional software that must be developed/purchased by Qwest or monitoring that must be customized to detect a change to the operating state of customer's environment, other than as listed here, will be done on a project basis and will incur a custom monitoring fee utilizing Qwest Change Management processes. Qwest periodically reviews systems management alerting thresholds and data collection metrics and reserves the right to add, modify, or delete monitoring templates as required to provide the optimum customer experience. Because this secure monitoring is offered over a VPN, the customer must have a firewall capable of establishing a 3des vpn tunnel with a Nokia firewall running Checkpoint Firewall Software.
Caveats	Short-duration 'threshold events' will not be detected due to polling interval Intermittent events may cause alarms which cannot later be verified (ghosts), particularly if the customer has scheduled processes which harvest old files
Required Support Information	Customer to provide: • Updated list of authorized contacts for emergency and administrative purposes • Updated SMTP addresses • Updated IP assignment list • Updated Rack and/or Cage Diagrams • Updated Server Description Documentation • Updated Database Description Documentation

1.63.1 Database insisit Oracle system ins SQL 7/2000/2003



Service Description

Provides for installation of the Qwest SOE of Oracle and SQL Server databases. The scope of Qwest's responsibility at this level includes all features covered by installation services.

Service Features:

- Product includes one installation of an instance
- Oracle: An instance is everything required for ORACLE to run; background processes and memory, An instance is the means of accessing a database, each instance can be identified by a unique identifier on the operating system
- MS Sql Server: An instance refers to the memory, files and services used by that particular installation

Oracle Database Installation - SOW Description

Qwest Technical Service personnel will perform the following tasks to install an Oracle Database.

I System Requirements Validation

A basic systems requirements validation checklist will be completed. The following systems parameters will be review for compliance in order to perform a typical Oracle software installation and create a simple prototype database. The parameters include: Memory, Swap Space, CD-ROM drive ISO-9660, Disk Space, Operating System, and Operating System Software Packages and Patches

Il Pre-Installation Tasks

The following pre-installation tasks will be completed in order to ensure that Oracle is properly installed and that you can use the database after installation

1. Determine Shell File Site Limit and review Kernel Parameter settings including:

SEMMNI Defines the maximum number of semaphore sets in the entire system.

SEMMNS Defines the maximum semaphores on the system.

SEMMSL Defines the minimum recommended value, for initial installation only.

SHMMAX Defines the maximum allowable size of one shared memory segment.

SHMMIN Defines the minimum allowable size of a single shared memory segment.

SHMMNI Defines the maximum number of shared memory segments in the system.

SHMSEG Defines the maximum number of shared memory segments.

2. Privileged Accounts Set-up

- a) Create database administrator groups by using the admintool or groupadd utility
- · The OSDBA group, typically dba
- The optional OSOPER, group, typically oper.
- The optional ORAINVENTORY group, typically oinstall.
- b) Create the oracle and APACHE accounts using the admintool or useradd utility.
- The oracle account should have the following characteristics:
- The primary group is the ORAINVENTORY group.
- The secondary group is the OSDBA group.
- The account is only used to install and update Oracle software.



- The APACHE account should have the following characteristics:
- The primary group is the ORAINVENTORY group.
- The secondary group is a group in which only APACHE is a member.
- The account has minimum privileges.
- 3. Create mount points for the Oracle software and database.
- Basic installation requires at least two mount points: one for the software and at least one for the database files.
- Optimal Flexible Architecture (OFA)-Compliant installation requires at least four mount points: one for the software and at least three for database files.
- 4. Set system environment variables.
- If it does not already exist, create a local bin directory, such as /usr/local/bin or /opt/bin. Set and verify that this directory is included in each user's PATH statement, and that users have execute permissions on the directory.
- Determine if your X Window system is working properly on the local system and set a temporary directory path for the installer.

 III Installation Tasks
- 1) Oracle Universal Installer.
- a. Define privileged groups (ORAINVENTORY, OSDBA) group if you chose not to create ORAINVENTORY. Click Next.
- b. If there is an existing Oracle databases on your server prior to Oracle, then the installer will run the Oracle Data Migration Assistant immediately after installation is complete.
- c. Define the Global Database Name and SID (system identifier) name in the provided fields for the seed database that will be created.
- d. Configure your database and network environments using the Configuration Tools, Apache Web Server Configuration Assistant, and Oracle Net Configuration Assistants
- e. Establish initial passwords for the SYS and SYSTEM database roles.

IV Post-Installation Tasks

Post-installation tasks vary according to product installation types.

MS SQL Database Installation - SOW Description

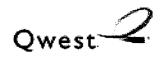
Qwest Technical Service personnel will perform the following tasks to install a Microsoft SQL Database.

I System Requirements Validation

A basic systems requirements validation checklist will be completed. The following systems parameters will be review for compliance in order to perform a typical SQL software installation and create a simple prototype database. The parameters include: Memory, Swap Space, CD-ROM drive ISO-9660, Disk Space, Operating System, and Operating System Software Packages and Patches

II Pre-Installation Tasks

Licensing (Per Processor or Per Seat)



Define the security context of the services accounts

- SQL Server Services Logon Account
- Domain User Logon Account
- Local System Logon Account
- Auto start Services Modes

Define Instances Configuration of SQL Server

- Default instance
- Named Instance
- Multiple Instance

Define the security mechanism

- Windows Authentication Mode
- Mixed Mode

Define SQL Server Collation

- Groups of Collations
- Default Collation and Sort Rules

Define Network Libraries

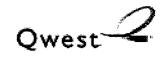
- Names Pipes and TCP/IP sockets
- · Multiprotocol network libraries

Define Installation Mode

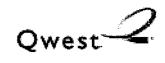
- Standard Installation
- Unattended Installation
- Remote Installation

III Installation Tasks

- 1. Load Microsoft® SQL Server™ 2000
- 2. Set-Up SQL Server 2000 Components.
- SQL Server 2000 Prerequisites
- Install Common Controls Library Update.
- 3. Install Database Server
- · Create a new instance of SQL Server
- Server and Client Tools.
- Set-Up Instance Name
- Setup Instance Type
- Set-Up Service Accounts
- Set-Up Authentication Mode
- Set-Up Files.
- Set-Up Choose Licensing Mode
- 4. Review and Validate Installation Results
- SQL Server Services
- Management Tools
- Databases

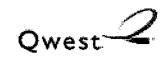


	Directories and Files Default Startup Options and Security Mode
	IV Post-Installation Tasks
	Post-installation tasks vary according to product installation types and according to individual preferences for database configuration.
	Does not include: • Does not include operating system installation • Does not include operating system configuring • Does not include database configuring • Does not include legacy data migration • Devices with non-routable IPs, or which are not visible to the public internet, or which do not have a unique IP
	Customer is required to obtain/provide the following: • Server name and IP address • Frontend access to server • User accounts/passwords for Qwest DBA team • Required user accunts/schemas for installation plan
	Qwest is required to obtain/provide the following: • Install a plan Validation of database installation
Exclusions	Devices with non-routable IPs, or which are not visible to the public internet, or which do not have a unique IP, are specifically excluded. Devices not covered with this specific block, such as clustered servers, high availability or disaster recovery. Work beyond this may be performed via hourly hosting consultation charges at Qwest's prevailing rates, subject to the availability of the necessary resources.
Restrictions	 If customer does not want the standard database installation, this product will be sold as a time and materials option. All exclusions, prerequisites, restrictions, responsibilities (both Qwest and Customer), caveats, and required support information, from all component or prerequisite blocks must be satisfied to support this block.
Caveats	Does not include operating system installation Does not include operating system configuring Does not include database configuring Does not include legacy data migration Does not include configuring the network devices to ensure connectivity
Required Support Information	 All user accounts and schema required for install Up-to-date lists of authorized contacts for emergency and administrative purposes Operating system diagram showing detailed configuration, if Hosting has not done the installation. IP Assignment diagram

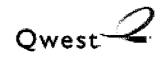


Planting of the second	
	Sand Night-Anglan George Wha as Town Damas
CHORPETOR	ineed Noutheathon: Ement Phone, Text Pegar
Service Description	Qwest provides 24 Hour Customer Notification. Qwest has developed a problem management process to identify and track problems identified on the customer's system. First Touch Response (FTR) will notify the customer via email, phone or text pager, anytime a provided service alarms outside the contracted service levels. FTR will continue to escalate to customer until response is received from the customer. (Limited to 3 levels) Can support any SMTP protocol, enabling text pager notification. FTR will send notification (email only) to customer at the time the problem is resolved, requesting permission to close the case. Qwest provides 24 Hour Qwest Escalation Qwest has developed a problem management process to identify and track problems identified on the customer's system. First Touch Response (FTR) will notify the correct Qwest organization that has responsibility for the managed service purchased by the customer. FTR will continue to escalate until the correct Advance Support Team (AST) has responded to the problem and taken responsibility.
	Staffed 24x365 Incidents fully documented in Hosting Trouble Management System (HTMS) Access to online E-Support Customer Portal to view incident report Incident Coordinator on duty to manage the problem management process through resolution
Exclusions	
Restrictions	Limited to 3 levels of escalation. Only 5 authorized contacts. One escalation path for all problems.
Caveats	
Required Support Information	Up-to-date lists of authorized contacts for emergency and administrative purposes utilizing Qwest's First Touch Response Hosting Customer Service Updated SMTP addresses

. <mark>4.5.6.34 a Pulli Windows OS Manage</mark>. Cantilguna, Inskalt Wholesoft Windows 2000/2003



Service Description	Microsoft Operating System Management for Windows 2000 and Windows 2003.
Description	Windows 2000 and Windows 2003 Operating system Discovery –
	During the Discovery process all of the operating system relevant installation, configuration and operational attributes are identified and documented. A Qwest PE, CSM and/or Technical Lead perform this process in collaboration with the client's representatives. This process precedes the Operating System installation and configuration processes. The deliverable is a Windows 2000 and Windows 2003 OS Discovery Document.
	Installation and Configuration-
	Based upon the Discovery documentation, Qwest will: Install the Windows 2000 or Windows 2003 OS software in the agreed environment Configure the OS according to approved and agreed specifications Configure disk, networking, user desktop and user accounts according to agreed parameters Test OS installation by running any test scripts developed and supplied by the client
	Maintenance, Version Control & Ongoing Support –
	Qwest on an ongoing basis will:
	 Start and stop OS services as per the agreed upon procedures and schedules. Respond to system OS based alerts (if available). Watch and respond to the size and growth of the application's error and access logs, if
	applicable • Execute and document solutions to issues that arise on the Operating System
	Respond to technical queries Provide technical and administrative guidance
	 Review access and event viewer logs weekly for security and stability purposes Apply software patches and upgrades as requested (patches and versions to be supplied by vendor or the client)
	 Apply security patches according to Microsoft specifications Assist in isolating problems by providing Windows 2000 and Windows 2003 expertise
Exclusions	none
Restrictions	 Software must be licensed by the client and access given to Qwest staff for updates Administrator System access Requires CSM Shared 1 to 3, 1 to 5, or dedicated
Caveats	 Discovery block is required Remote system access tools PC Anywhere or equivalent access is required Remote network access must be granted Dedicated or Shared CSM One of the following 3 blocks must be purchased: Block 4.5.5.1 (Dedicated CSM), Block 4.5.5.2 (1-3 Customers per CSM), or Block 4.5.5.10 (1-5 Customers per CSM) Monitoring of the OS should be purchased



Required Support Information

- Information to support discoveries per SOW
- Final Discovery Documentation needs to be completed
- Software licenses and software maintenance contract information

1253-BuiltiW Manage: Server Hardware & External Storage (1605 hour)

Service Description

Provides management of server hardware and direct-attached external storage (if applicable) within the environment. The scope of Qwest's responsibility includes documentation of the configuration and reactive response to alarms. This service is only available when included with Full Management and Monitoring of the OS - it is not a distinct, orderable service.

Hardware Management:

- 1 SOE Management Hours to be used for:
- Reactive Management
- Start/stop applications or servers, as requested and documented by the customer, using SOE hours.
- Execute customer requested Application changes/updates
- SOE hours apply to all of customer's covered applications or devices only.
- Included in the MRC are up to one (1) hour for SOE management services (stated below). SOE management hours in excess of one hour are billed at Qwest's then prevailing Hosted System Consultation rates. For example, a customer with two hardware-managed servers is provided with up to two hours of SOE hardware management across both servers. If, in a month, one server requires two hours of hardware management and the other requires none, the total two hours would be within the customer's two-hour limit.

SOE hour activation:

- SOE hours commence during customer implementation (performed by the CyberCenter staff), specifically at the conclusion of the Qwest-Customer Implementation kick-off call.
- SOE hours used during the customer implementation stage will not adversely affect the number of hours available to Customer during the in-production phase. Example: Customer had three SOE hours available for the month and uses one of the three hours during customer implementation phase. Customer concludes implementation phase on the 15th of the month and enters the in-production phase on the 16th. On the 16th of the month Customer will have all three hours of SOE Management available for use for the duration of the month.
- At the end of each month, unused SOE management hours expire and do not carry over to subsequent months.
- SOE management hours are computed in five-minute increments. At the end of each month, SOE management time is rounded up to the next whole hour.
- SOE hours can only be used for Proactive or Reactive hardware management work as defined within the Detailed Service Description. As well, SOE hours can only be expended on items defined in the Qwest SOE documents; other work requested by the customer will be done on a chargeable Hosted System Consultation basis.

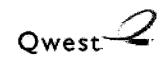


Exclusions	 Devices with non-routable IPs, or which are not visible to the public Internet, or which do not have a unique IP, are specifically excluded External storage which is not direct-attached to the server(s)
Restrictions	This service is restricted to Qwest CyberCenters, only This product supports Shared Root; Qwest and the customer share admin/root access to the server
Caveats	
Required Support Information	Customer to provide: • Updated list of authorized contacts for emergency and administrative purposes • Updated IP assignment list • Updated Rack and/or Cage Diagrams • Updated Server Description Documentation

1,22.77.111 - FMILLY	kompitont. (UINIEXVILITATUR), impertennemitikali
Service Description	Provides Full system monitoring of UNIX or Linux operating systems. The scope of Qwest's responsibility includes monitoring specific parameters which indicate the health of the operating system. Supported versions include: AIX 4 .3.3 (32-bit) AIX 4 .3.3 (32-bit) AIX 5.1 (32-bit RISC) AIX 5.1 (32-bit RISC) AIX 5.2 (32-bit RISC) AIX 5.2 (32-bit RISC) AIX 5.2 (64-bit RISC) HPUX 11.0 32-bit HPUX 11.0 64-bit HPUX 11.0 64-bit HPUX 11i (B.11.11) - RISC (32-bit) HPUX 11i (B.11.11) - RISC (64-bit) Red Hat Linux 7.1 Red Hat Linux 7.2 Red Hat Linux Advanced Server 2.1 Red Hat Linux Advanced Server 3.0 Solaris 2.6 Solaris 2.7 / 7 (32-bit) Solaris 2.8/8 (32-bit) Solaris 2.8/8 (64-bit)



Solaris 2.9/9 (32-bit) Solaris 2.9/9 (64-bit) Service Features: Document hardware configuration, Operating System configuration, and IP connectivity Install server-specific monitoring agent software on the monitored customer equipment (requires root access) · Generate an alarm if a threshold condition is reached · Provide web-accessible Portal for alarm and trending data • Real Time Alarms: · · · Active & Historical Alerts sorted by System · · · Active & Historical Alerts sorted by Creation Time · Critical Metrics: ••• CPU: cpu utilization (CPUCpuUtil); ••• CPU: cpu interrupts (CPUInt): ••• CPU: cpu load average (CPULoad); ••• CPU: cpu run queue size (CPURunQSize); ••• CPU: cpu time spent in user mode (CPUUserTime); ••• CPU: cpu spent in system mode (CPUSvsTime); ••• FILESYSTEM: percent file system capacity used (FSCapacity); ••• FILESYSTEM: number KB file system available (FSAvailableSpace): ••• FILESYSTEM: percent inodes used (FSInodeUsedPercent): ••• KERNEL: percent file slots used (FSCapacity); ••• KERNEL: percent process slots used (KERProcUsedPercent); ••• MEMORY: free memory available (KB) (MEMFreeMem); ••• SWAP: percent swap used (SWPTotSwapUsedPercent); ••• USER: number of sessions (USRNoSession): ••• USER: number of users (USRNoUser); •• The conditions monitored for alarms are specific to the UNIX/Linux operating system, and are: ••• CPU: check cpu utilization every 60 seconds (CPUCpuUtil); ALARM if % =95-100% after 15 polls ••• CPU: check cpu system time utilization every 60 seconds (CPUSysTime); WARN if time = 90-95%; ALARM if time = 95-100% ••• FILESYSTEM: check file system utilization every 120 seconds (FSCapacity); ALARM if % = 95-100% ••• KERNEL: check kernel file utilization every 60 seconds (KERFileUsedPercent): WARN if time = 90-95%; ALARM if time = 95-100% ••• KERNEL: check kernel process utilization every 60 seconds (KERProcUsedPercent); WARN if time = 90-95%; ALARM if time = 95-100% ••• MEMORY: check memory (free) utilization every 60 seconds (MEMFreeMem): WARN if time = 90-95%; ALARM if time = 95-100% ••• SWAP: check swap utilization every 60 seconds (SWPTotSwapUsedPercent): ALARM if time = 99-100% **Exclusions** Devices with non-routable IPs, or which are not visible to the public internet, or which do not have a unique IP, are specifically excluded · Devices for which there are no monitoring agents available are specifically excluded



Restrictions	This service is not restricted to location Monitoring configurations will be setup on a standalone server basis and will not be aware of any clustered environments. Cluster-aware monitoring may require the additional purchase of licenses to support such an environment. Any requirement to monitor an application or database within a clustered environment will be done on a project basis and will incur a custom monitoring fee utilizing Qwest Change Management processes. Applications, File Systems, Volumes, or other resources which may be associated with a cluster will only be monitored on the primary server, unless cluster-aware monitoring is purchased. Any changes to thresholds or alert events requires the customer to select Custom Monitoring, not this block Qwest reserves the right to discontinue monitoring an event which causes recurring alarms if Customer does not take corrective action within 7 days when the event is not the responsibility of Qwest. When the customer takes the corrective action and notifies Qwest, Qwest will again commence monitoring such event(s). Qwest will utilize the Qwest Change Management processes to notify customers of the pending action to discontinue monitoring. Any additional software that must be developed/purchased by Qwest or monitoring that must be customized to detect a change to the operating state of customer's environment, other than as listed here, will be done on a project basis and will incur a custom monitoring fee utilizing Qwest Change Management processes. Qwest periodically reviews systems management alerting thresholds and data collection metrics and reserves the right to add, modify, or delete monitoring templates as required to provide the optimum customer experience. Because this secure monitoring is offered over a VPN, the customer must have a firewall capable of establishing a 3des vpn tunnel with a Nokia firewall running Checkpoint Firewall Software.
Caveats	Short-duration 'threshold events' will not be detected due to polling interval Intermittent events may cause alarms which cannot later be verified (ghosts), particularly if the customer has scheduled processes which harvest old files
Required Support Information	Customer to provide: • Updated list of authorized contacts for emergency and administrative purposes • Updated SMTP addresses • Updated IP assignment list • Updated Rack and/or Cage Diagrams • Updated Server Description Documentation

1.5.6.35 - Full C	DS Memegra, Comfigura, imstell: WNIDXALimus:
Service Description	Application Discovery –
= 55011711511	During the Discovery process all of the application's relevant installation, configuration and operational attributes are identified and documented. A Qwest PE, CSM and/or Technical Lead



	performs this process in collaboration with the client's representatives. This process precedes
	the application's installation and configuration processes. The deliverable is an Application Discovery Document. Installation and Configuration- Based upon the Discovery documentation, Qwest will: Install the OS in the agreed environment Configure OS according to agreed specifications Configure OS user authentication mechanisms, as required Configure and recompile OS kernel, as required Install any needed OS packages that were not a part of the initial installation Configure any hardware that was not detected during the initial install procedure Test OS installation by running any test scripts developed and supplied by the client Setup administrative accounts Customize the search interface, if required Maintenance, Version Control & Ongoing Support — Reboot the OS as per the agreed upon procedures and schedules. Monitor system alerts (if available).
	On a periodic basis, check the OS configuration to ensure proper function On a periodic basis, monitor necessary daemons, if required
	Monitor the size and growth of the file system and logs
	Check and fix software dependencies, as required
	Review system logs weekly for security and stability purposes
	Apply software patches and upgrades as requested (patches and versions to be supplied by
	Assist in isolating problems by providing application platform expertise
	
Exclusions	None
Restrictions	 Software must be licensed by the client and access given to Qwest staff for updates Restricted system ROOT access
Caveats	 Hardware OS monitoring System monitoring is required Application monitoring tool is required Discovery block is required
	 Remote system access tools (i.e. SSH, pcAnywhere, etc) are required Remote network access must be granted A shared or dedicated CSM is required One of the following 3 blocks must be purchased: Block 4.5.5.1 (Dedicated CSM), Block 4.5.5.2
	 Test ÖS installation by running any test scripts developed and supplied by the client Setup administrative accounts Customize the search interface, if required Maintenance, Version Control & Ongoing Support – Reboot the OS as per the agreed upon procedures and schedules. Monitor system alerts (if available). On a periodic basis, system's to receive external connections (Requests) On a periodic basis, check the OS configuration to ensure proper function On a periodic basis, monitor necessary daemons, if required Monitor the size and growth of the file system and logs Reconfigure and recompile OS kernel, as required Execute and document solutions to issues that arise on the application Check and fix software dependencies, as required Respond to queries Provide technical and administrative guidance Review system logs weekly for security and stability purposes Apply software patches and upgrades as requested (patches and versions to be supplied by vendor or the client) Plan fallback processes and devise contingency plans in collaboration with client personnel. Assist in isolating problems by providing application platform expertise None Software must be licensed by the client and access given to Qwest staff for updates Restricted system ROOT access Hardware OS monitoring System monitoring is required Discovery block is required Discovery block is required Remote system access tools (i.e. SSH, pcAnywhere, etc) are required Remote network access must be granted A shared or dedicated CSM is required



	(1-3 Customers per CSM), or Block 4.5.5.10 (1-5 Customers per CSM)
Required Support Information	Final Discovery Documentation needs to be completed

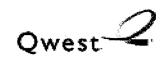
Ŀ	٠,	9		6				÷			9					ø	S.	×	ą	1	Ų,	77			٠.	ä												
	í	P	2	Ž	7	ŀ,	1	3	î	Š,	Ē	ï	Ü	i	E	Ţ(٦)	ķ	S		V	1	Ô.	'n	Ϊ	Û	0	Ĭ	Σ.	٦.	Ÿ,	Ÿ	'n	a A	ô	0	W	ý

Service Description

Provides Full system monitoring of Microsoft Windows operating systems. The scope of Qwest's responsibility includes monitoring specific parameters which indicate the health of the operating system.

Service Features:

- · Document hardware configuration, Operating System configuration, and IP connectivity
- Install server-specific monitoring agent software on the monitored customer equipment (requires administrator access)
- · Generate an alarm if a threshold condition is reached
- Provide web-accessible Portal for alarm and trending data
- Real Time Alarms:
- · · · Active & Historical Alerts sorted by System
- ••• Active & Historical Alerts sorted by Creation Time
- · Critical Metrics:
- ••• CACHE: cache copy read hits percent (CAcachCopyReadHitsPercent)
- ••• CPU: cpu interrupts per sec (CPUprcrInterruptsPerSec);
- ••• CPU: cpu utilization (CPUprcrProcessorTimePercent);
- ••• LOGICAL DISK: disk queue length (LDldDiskQueueLength);
- ••• LOGICAL DISK: disk time busy percent (LDIdDiskTimePercent);
- ••• LOGICAL DISK: disk free megabytes (LDIdFreeMegabytes);
- ••• LOGICAL DISK: disk free percent (LDIdFreeSpacePercent);
- ••• FILESYSTEM: number KB file system available (FSAvailableSpace);
- ••• FILESYSTEM: percent inodes used (FSInodeUsedPercent);
- ••• MEMORY: free memory available (bytes) (MEMmemAvailableBytes);
- ••• NETWORK: packets per second (NETniPcktsPerSec);
- ••• NETWORK: packets errored out per second (NETniPktsOutboundErrors);
- ••• NETWORK: packets errored in per second (NETniPktsRcvdErrors);
- ••• PAGEFILE: page usage percent (PAGEpgUsagePercentTotal);
- ••• PHYSICAL DISK: disk queue length (PDpdDiskQueueLength);
- ••• PHYSICAL DISK: disk busy time percent (PDpdDiskTimePercent);
- •• The conditions monitored for alarms are specific to the MS Windows operating system, and
- ••• CPU: check cpu utilization every 60 seconds (CPUprcrProcessorTimePercent);
- ALARM if % =95-100% after 15 polls
- ••• LOGICAL DISK: check disk free space percent every 120 seconds (LDIdFreeSpacePercent); ALARM if % =0-5%



	••• PAGEFILE: check page file free space percent every 60 seconds (PAGEpgUsagePercentTotal); ALARM if % = 99-100% ••• SERVICE: check service status every 300 seconds (ServiceStatus); WARN if status = 1-5; ALARM if status = 6-12
Exclusions	Devices with non-routable IPs, or which are not visible to the public internet, or which do not have a unique IP, are specifically excluded Devices for which there are no monitoring agents available are specifically excluded
Restrictions	 This service is not restricted to location Monitoring configurations will be setup on a standalone server basis and will not be aware of any clustered environments. Cluster-aware monitoring may require the additional purchase of licenses to support such an environment. Any requirement to monitor an application or database within a clustered environment will be done on a project basis and will incur a custom monitoring fee utilizing Qwest Change Management processes. Applications, File Systems, Volumes, or other resources which may be associated with a cluster will only be monitored on the primary server, unless cluster-aware monitoring is purchased. Any changes to thresholds or alert events requires the customer to select Custom Monitoring, not this block Qwest reserves the right to discontinue monitoring an event which causes recurring alarms if Customer does not take corrective action within 7 days when the event is not the responsibility of Qwest. When the customer takes the corrective action and notifies Qwest, Qwest will again commence monitoring such event(s). Qwest will utilize the Qwest Change Management processes to notify customers of the pending action to discontinue monitoring. Any additional software that must be developed/purchased by Qwest or monitoring that must be customized to detect a change to the operating state of customer's environment, other than as listed here, will be done on a project basis and will incur a custom monitoring fee utilizing Qwest Change Management processes. Qwest periodically reviews systems management alerting thresholds and data collection metrics and reserves the right to add, modify, or delete monitoring templates as required to provide the optimum customer experience. Because this secure monitoring is offered over a VPN, the customer must have a firewall capable of establishing a 3des vpn tunnel with a Nokia firewall running Checkpoint Firewall Software.
Caveats	Short-duration 'threshold events' will not be detected due to polling interval Intermittent events may cause alarms which cannot later be verified (ghosts), particularly if the customer has scheduled processes which harvest old files
Required Support Information	Updated list of authorized contacts for emergency and administrative purposes



1.2.7.A FUI OS Mantar Windows Incremental

Service Description

Provides Full system monitoring of Microsoft Windows operating systems as incremental monitoring when other Full monitoring services are purchased for this server. The scope of Qwest's responsibility includes monitoring specific parameters which indicate the health of the operating system.

Service Features:

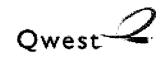
- · Document hardware configuration, Operating System configuration, and IP connectivity
- Install server-specific monitoring agent software on the monitored customer equipment (requires administrator access)
- · Generate an alarm if a threshold condition is reached
- Provide web-accessible Portal for alarm and trending data
- Real Time Alarms:
- · · · Active & Historical Alerts sorted by System
- ••• Active & Historical Alerts sorted by Creation Time
- Critical Metrics:
- ••• CACHE: cache copy read hits percent (CAcachCopyReadHitsPercent)
- ••• CPU: cpu interrupts per sec (CPUprcrInterruptsPerSec);
- ••• CPU: cpu utilization (CPUprcrProcessorTimePercent);
- ••• LOGICAL DISK: disk gueue length (LDIdDiskQueueLength):
- ••• LOGICAL DISK: disk time busy percent (LDIdDiskTimePercent);
- ••• LOGICAL DISK: disk free megabytes (LDIdFreeMegabytes);
- ••• LOGICAL DISK: disk free percent (LDIdFreeSpacePercent);
- ••• FILESYSTEM: number KB file system available (FSAvailableSpace);
- ••• FILESYSTEM: percent inodes used (FSInodeUsedPercent):
- ••• MEMORY: free memory available (bytes) (MEMmemAvailableBytes);
- ••• NETWORK: packets per second (NETniPcktsPerSec);
- ••• NETWORK: packets errored out per second (NETniPktsOutboundErrors);
- ••• NETWORK: packets errored in per second (NETniPktsRcvdErrors);
- ••• PAGEFILE: page usage percent (PAGEpgUsagePercentTotal);
- ••• PHYSICAL DISK: disk queue length (PDpdDiskQueueLength);
- ••• PHYSICAL DISK: disk busy time percent (PDpdDiskTimePercent);
- •• The conditions monitored for alarms are specific to the MS Windows operating system, and
- ••• CPU: check cpu utilization every 60 seconds (CPUprcrProcessorTimePercent);

ALARM if % =95-100% after 15 polls

- ••• LOGICAL DISK: check disk free space percent every 120 seconds (LDIdFreeSpacePercent); ALARM if % =0-5%
- ••• PAGEFILE: check page file free space percent every 60 seconds (PAGEpgUsagePercentTotal);

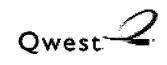
ALARM if % = 99-100%

••• SERVICE: check service status every 300 seconds (ServiceStatus); WARN if status = 1-5; ALARM if status = 6-12



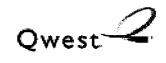
Exclusions	 Devices with non-routable IPs, or which are not visible to the public internet, or which do not have a unique IP, are specifically excluded Devices for which there are no monitoring agents available are specifically excluded
Restrictions	This service is not restricted to location Monitoring configurations will be setup on a standalone server basis and will not be aware of any clustered environments. Cluster-aware monitoring may require the additional purchase of licenses to support such an environment. Any requirement to monitor an application or database within a clustered environment will be done on a project basis and will incur a custom monitoring fee utilizing Qwest Change Management processes. Applications, File Systems, Volumes, or other resources which may be associated with a cluster will only be monitored on the primary server, unless cluster-aware monitoring is purchased. Any changes to thresholds or alert events requires the customer to select Custom Monitoring, not this block Qwest reserves the right to discontinue monitoring an event which causes recurring alarms if Customer does not take corrective action within 7 days when the event is not the responsibility of Qwest. When the customer takes the corrective action and notifies Qwest, Qwest will again commence monitoring such event(s). Qwest will utilize the Qwest Change Management processes to notify customers of the pending action to discontinue monitoring. Any additional software that must be developed/purchased by Qwest or monitoring that must be customized to detect a change to the operating state of customer's environment, other than as listed here, will be done on a project basis and will incur a custom monitoring fee utilizing Qwest Change Management processes. Qwest periodically reviews systems management alerting thresholds and data collection metrics and reserves the right to add, modify, or delete monitoring templates as required to provide the optimum customer experience. Because this secure monitoring is offered over a VPN, the customer must have a firewall capable of establishing a 3des vpn tunnel with a Nokia firewall running Checkpoint Firewall Software.
Caveats	Short-duration 'threshold events' will not be detected due to polling interval Intermittent events may cause alarms which cannot later be verified (ghosts), particularly if the customer has scheduled processes which harvest old files
Required Support Information	Customer to provide: • Updated list of authorized contacts for emergency and administrative purposes • Updated SMTP addresses • Updated IP assignment list • Updated Rack and/or Cage Diagrams • Updated Server Description Documentation

1441-Logacy Configure: OS



Service Description	Increases the scope of Implementation SOE hours to include configuration of existing server operating system, loading of operating system drivers and patches and ensures that the system boots, is network accessible (i.e. ping, if network connectivity is available), and the Customer is able to log in as the root/administrator user.
	Service Features: • Configure existing OS components per approved network diagram and server configuration documentation • Load Patches to accommodate software and/or network devices • Install drivers for existing hardware components
Exclusions	
Restrictions	Does not include the initial loading of the operating system, or installation of hardware components for which drivers are being loaded. Also does not include the installation of additional applications. Non-SOE configurations are performed at a best-effort level on approved systems only.
Caveats	 Does not include initial installation of server in rack/cage, or physically installation of server components (e.g. NIC), but does include a discovery of existing installation Does not include OS or application installation Does not include configuring external network devices See Standard Operating Environment list for hardware, operating systems, and services supported under the Standard Offering. Deviations from the Standard Offering must be researched and approved by staff performing the configuration. Configuration of non-SOE devices is performed at a best-effort level. Does not include troubleshooting of non-SOE installations or configurations; troubleshooting may be performed via hourly hosting consultation charges at Qwest's prevailing rates, subject to the availability of the necessary resources.
Required Support Information	 Up-to-date lists of authorized contacts for emergency and administrative purposes utilizing Qwest's First Touch Response Hosting Customer Service Network diagram Server configuration document, providing details of the operating system configuration, including disk configuration, file systems layout, network configuration, and user accounts—existing and to be configured OS, patch, and driver media and license keys (as needed)

1.3.4.1 - Legge	y The fall (Herriwere (edd) sewer components)		
Service Description	Provides the internal installation of hardware components physical configuration of server and/or components. The sopening the server case to add hardware components, an updates (e.g. DIP switches, jumpers) as specified in the nedocumentation.	cope of Qwest's red/or make physical	esponsibility includes I configuration



	Service Features: • Discovery on the installed equipment • Physical connection to network and power, if not already done • Installation of additional hardware components and cabling (e.g. network cards, drive cage, disk drives, RAID controllers, SCSI cables) into server • Configuration of the device according to the network diagram, and server definition document (e.g. BIOS, RAID settings) • Ensure that the system boots and has network connectivity (boot-ready devices, if network connectivity is available) • Connection to associated external devices (e.g. external drive cage; cable connection only)
Exclusions	 1.4.3.1 Install: Server OS Install or above services Software installation (applications, drivers, patches, etc.), administration, OS configuration, or troubleshooting following configuration. Work beyond this may be performed via hourly hosting consultation charges at Qwest's prevailing rates, subject to the availability of the necessary resources.
Restrictions	None
Caveats	 Does not include initial installation of server in rack/cage, but does include a discovery to verify installation Does not include software installation (e.g. OS, drivers, applications, etc.) Does not include configuring external network devices
Required Support Information	 Provide and maintain up-to-date lists of authorized contacts for emergency and administrative purposes utilizing Qwest's First Touch Response Hosting Customer Service Rack/Cage diagram Power/Network diagram showing detailed configuration Server definition documentation

em regire,	y Imskali: (Handiwane (partit/siards))
Service Description	Provides Implementation SOE hours to be used during the Implementation Phase for the physical installation of Customer equipment—server, switch/router, load balancer—into the Customer's existing rack or cage space within the CyberCenter and connecting Customer supplied external cabling (e.g. power, network, SAN connectivity). The scope of Qwest's responsibility includes the racking and cabling of equipment according to the approved rack a network diagrams and device documentation provide by Customer.
	During customer Implementation Phase, Implementation SOE hours may be used for: • Inventory received equipment



	Reconcile any equipment discrepancies Install hardware in a rack or cage Wire power and network
	Where the hardware is already installed, Implementation SOE hours may be used for Discovery and correction of the power and/or network architecture.
	Implementation SOE Management hours available are: • Server - 3 hours
	Load Balancer - 1 hour Router - 1 hour Switch - 1 hour
	SOE Hour Activation: • Implementation SOE hours commence during customer implementation (performed by the CyberCenter staff), specifically at the conclusion of the Qwest-Customer Implementation kick-off call.
	 Implementation SOE hours expire when the implementation phase concludes. Any hours required in addition will be done on a chargeable Hosted System Consultation basis. Implementation SOE hours used during the customer implementation phase do not adversely affect the number of hours available to Customer during the in-production phase. Example: Customer has THREE (3) Implementation SOE hours available and uses one of the three hours during customer implementation phase. Customer concludes implementation phase on the 15th of the month and enters the in-production phase on the 16th. On the 16th of the month, Customer has THREE (3) hours of SOE Management available for use for the duration of the month on management tasks. SOE hours are computed in five-minute increments and are rounded up to the next whole hour at the end of the period.
Exclusions	 Hardware configuration, beyond that require to rack system (e.g. add rails) Does not include any connections which require opening the server case (e.g. adding NIC card, connecting drive array cable, etc) Software installation (including OS) or above services
Restrictions	Equipment must be rack-mounted using supplied rail kits, if available. Equipment must fit within the rack or cage space purchased. Location within cage must be specified if no rack is supplied.
Caveats	 Customer must have already purchased rack/cage space, network and power connectivity. Equipment must physically fit within the standard rack (width, height, or depth) or within the cage space purchased. Only includes making external equipment connections. Does not include the opening of the equipment case Does not include the installation of additional hardware components (e.g. NICs, controller cards), see 1.3.4.1 Install: Server HW Component Install, 2.1.4.1 LB Config or 3.3.4.1 SW/Router Config blocks Does not include the configuration of equipment (e.g. configuring with proper IP address for network connectivity)
Required Support	Up-to-date lists of authorized contacts for emergency and administrative purposes Equipment Inventory



Information	Rack/Power Diagram Network Diagram

1431 - Legas	y Instell: OS
Service Description	Increases the scope of Implementation SOE hours to include installation of supported server operating systems onto existing server hardware and ensures that the system boots and is network accessible (e.g. Ping, if network connectivity is available). Customers may choose to install a Customer/vendor provided operating system, or a Qwest SOE image operating system, where available.
	Service Features: • Choice of: completion of vendor-installed OS; installation of customer-provided OS; installation of Qwest's Standard Operating Environment image. • Completion of installation prompts per approved server documentation (i.e. provide answers to installer prompted questions, no post-install modifications) • Basic OS configuration to provide network connectivity (if network connectivity is available) • Configuration of initial root/administrator account
Exclusions	 Does not include post-installation configuration, installation of additional hardware components, software, drivers, patches, cluster software or file systems, etc. See 1.4.4.1 Install: Server OS Config for post-installation tasks. Does not include shared files systems
Restrictions	 Non-SOE installations are performed at a best-effort level on approved systems only OS configuration limited to installation-selection options and basic network configuration Does not include the installation of additional applications, drivers, patches, etc.
Caveats	 Does not include initial installation of equipment or configuration of the OS, but does include discovery necessary to verify installation Hardware and operating systems not matching the approved SOE must be researched and approved by the staff performing the operating system installation. Non-SOE installations are performed at a best-effort level on approved systems only. Troubleshooting of non-SOE installations will be performed at Qwest's prevailing time and materials rate. Does not include the installation of additional applications, drivers, patches (see also 1.4.4.1 Install: Server OS Config) Qwest SOE OS includes latest security patches in the OS image, updated quarterly Volume manager and file system configuration (VxFS, VxVM) can be performed on SOE installations. Does not include shared files systems or clustering



Required	• Up-to-date list of authorized contacts for emergency and administrative purposes utilizing
Support	
nformation	, -
	Rack and network diagrams
	Server configuration documentation
	Software media (non-SOE)
	Software licenses

DEFINITION:-S	YOZHows Activation - Implementation
Service Description	SOE Implementation Hours Activation: SOE Implementation hours commence during Customer implementation (performed by the Hosting staff), specifically at the conclusion of the Qwest-Customer Implementation kick-off call. SOE Implementation Hours used during the Customer implementation stage will not adversely affect the number of hours available to Customer during the Production phase. Example: Customer had three SOE Implementation Hours available for implementation and uses one of the three hours during Customer implementation phase. Customer concludes implementation phase on the 15th of the month and enters the Production phase on the 16th. On the 16th of the month Customer will have THREE (3) SOE Production Hours available for use for the duration of the month. SOE Implementation Hours expire when the covered device is turned up by the implementation team. Implementation Hours can only be used for implementation work as defined herein. As well, SOE hours can only be expended on items where Management is purchased; other work requested by the Customer will be done on a chargeable Hosted System Consultation basis. Implementation Hours may be accumulated across managed devices, and to any combination of the managed devices; however, SOE Implementation Hours are segregated into three types, whose hours may not be mingled: Hardware/OS Application Database
Exclusions	
Restrictions	
Caveats	
Required Support Information	



DERINITION - S	XOII HROUNS ACHMANNON - Production
Service Description	SOE Production Hours commence when Customer Implementation is completed and the covered device is turned up by the implementation team. SOE Production Hours used during the Customer implementation stage will not adversely affect the number of hours available to Customer during the Production phase. Example: Customer had three SOE Implementation Hours available for implementation and uses one of the three hours during Customer implementation phase. Customer concludes implementation phase on the 15th of the month and enters the Production phase on the 16th. On the 16th of the month Customer will have THREE (3) SOE Production Hours available for use for the duration of the month. At the end of each month, unused SOE Production Hours expire and do not carry over to subsequent months. SOE Production Hours are computed in five-minute increments. At the end of each month, SOE Production time is rounded up to the next whole hour. SOE Production Hours can only be used for Proactive or Reactive management work as defined herein. As well, SOE Production Hours can only be expended on items where Management is purchased; other work requested by the Customer will be done on a chargeable Hosted System Consultation basis. SOE Production Hours may be accumulated across managed devices, and to any combination of the managed devices; however, SOE Production Hours are segregated into three types, whose hours may not be mingled: O Hardware/OS O Application O Database
Exclusions	
Restrictions	
Caveats	
Required Support Information	

	2015 (Menusagenusia): Penusih Sunggarah
Service Description	Patch Support for Standard Managed Hardware, Software, and/or Operating System o Qwest will install approved patches, as appropriate, to the Operating System (OS) and/or managed application. Customers will be notified prior to patch application. Qwest will exercise



	reasonable efforts to obtain Customer consent prior to patch application. o Upon Qwest determination that an OS or application patch risk will create an unstable operational environment, Qwest will not upgrade unless Customer relieves Qwest from responsibility of failure. In the event of OS or application corruption following the waiver, the Customer will be charged Hosted System Consultation rates for rebuilding a device and/or restoration from configuration backups.
Exclusions	
Restrictions	
Caveats	
Required Support Information	

	YOZ (Menegement) Piroerditve (Menegement)
Service Description	Proactive Management of Standard Managed Hardware, Software, and/or Operating System o Start/stop devices or managed applications, as requested and documented by the Customer. o Execute Customer requested changes/updates in response to specific and detailed Customer requested change via a Change Control Form submitted by the CSM/CPM.
Exclusions	
Restrictions	
Caveats	
Required Support Information	

	XOE Memegement Recollyce Memegament
Service Description	



	o Qwest will resolve problems discovered via outages or alerts, including problem isolation, root cause analysis, timely fixes, and recommendation and implementation of permanent resolution. This also includes contacting vendor service technicians when hardware or software problems are detected ("simple repair"). o Qwest will resolve complex problems such as those requiring escalation to higher level technical resources including Qwest Engineers and 3rd party Vendors if required and applicable. o Qwest will provide escalation procedures for alerts notifying and engaging higher levels of technical and management resources. o Qwest will provide administrative and "remote hands" support in response to alerts and in performance of problem isolation and resolution.
Exclusions	
Restrictions	
Caveats	
Required Support Information	

\$3.34.11 - Stam	iend Comfigure: Routensivital
Service Description	Increases the scope of Implementation SOE hours to include configuration of existing router/switch hardware. The scope of Qwest's responsibility includes configuration as specified in the network diagram and router/switch documentation. Qwest will work with the Customer to ensure that the router/switch works as defined in the supporting documentation. Service Features: • Hardware configuration • Configure existing router/switch components per approved network diagram, IP assignment diagram, and router/switch configuration documentation • Connect to associated devices (perform cable connection, only, not external device configuration) • Verify configuration and connectivity to attached devices (as available)
Exclusions	Administration, configuration or troubleshooting following initial configuration. Work beyond this may be performed via hourly hosting consultation charges at Qwest's prevailing rates, subject to the availability of the necessary resources.
Restrictions	This service is restricted to devices located in a CyberCenter Qwest supports configuration of VLANS and static route configuration only
Caveats	Does not include configuring external devices to ensure connectivity



	Does not preclude using an approved load balancer as a switch
Required Support Information	Qwest's First Touch Response Hosting Customer Service

S133.1 - Sen	iand Insiall: Neimont Handwere 1 SOE Hour (real/skak)
Service Description	Provides ONE (1) Implementation SOE hour to be used during the Implementation Phase for the physical installation of Customer equipment— switch/router, load balancer—into the Customer's existing rack or cage space within the CyberCenter and connecting Customer supplied external cabling (e.g. power, network, SAN connectivity). Where the hardware is already installed, Implementation SOE hours may be used for Discovery and correction of the power and/or network architecture to bring it up to IEEE code and CyberCenter standards. The scope of Qwest's responsibility includes the racking and cabling of equipment according to the approved rack and network diagrams and device documentation provide by Customer. During customer Implementation Phase, Implementation SOE hours may be used for: Inventory received equipment Reconcile any equipment discrepancies Install hardware in a rack or cage Wire power and network or bring existing power and network up to IEEE code and CyberCenter standards
Exclusions	Hardware configuration, beyond that required to rack system (e.g. add rails) Connections which require opening the device case (e.g. adding NIC card, connecting drive array cable, etc) Software installation
Restrictions	 This service is restricted to devices located in a CyberCenter Equipment must be rack-mounted using Customer supplied rail kits, if not caged. Equipment must fit within the rack or cage space purchased. Location within cage must be specified if no rack is supplied.
Caveats	 Customer must purchase rack/cage space, network and power connectivity. Equipment must physically fit within the standard rack (width, height, or depth) or within the cage space purchased. Connection work only includes making external equipment connections. Connection work does not include the opening of the equipment case



	 Installation does not include the installation of additional hardware components (e.g. NICs, controller cards, etc) Installation does not include the configuration of equipment (e.g. configuring with proper IP address for network connectivity)
Required Support Information	 Up-to-date lists of authorized contacts for emergency and administrative purposes utilizing Qwest's First Touch Response Hosting Customer Service Equipment inventory/summary Rack/Cage diagram indicating device location(s) Power/Network diagram showing detailed configurations

S3.3.6.1 - Stand	kind Memerge Switteh/Router il SOE Hour
Service Description	Provides one (1) SOE Management hour to be used for management of switch/router hardware and Operating System/firmware. The scope of Qwest's responsibility includes documentation of the configuration, proactive patch support, and reactive response to alarms. This service is only available when purchased with Monitoring of the device - it is not a distinct, orderable service.
	System Management: one (1) SOE Management Hour (as defined in the Glossary) to be used for: • Patch Support (as defined in the Glossary) • Reactive Management of Standard Managed Hardware and Operating System (as defined in the Glossary) • Proactive Management of Standard Managed Hardware and Operating System (as defined in the Glossary) • Configuration backups following any configuration change o Qwest saves the configuration of the device locally within the Center, and can perform a restore in the event of an emergency
Exclusions	Devices with non-routable IPs, or which are not visible to the public internet, or which do not have a unique IP, are specifically excluded
Restrictions	This service is restricted to devices located in a CyberCenter This product does not support Shared Root; Qwest has sole admin/root access to the device
Caveats	This description does not preclude using an approved load balancer as a switch
Required Support Information	 Power/Network diagram showing detailed configurations Rack/Cage diagram indicating device location(s) Device definition documentation, including details for configuration, basic network configuration, and root/administrator access



S1.3.7.1 - Sam	ইটের Montfor: Kivis Ping (avaistole as Coio)
Service Description	Uses existing ICMP Ping monitoring of IP-addressable hardware, provided with the Colo portion of the Service, to evailuate device up/down. The scope of Qwest's responsibility includes monitoring the ability of the monitored Customer equipment to receive and respond to an ICMP ping. Service Features: • Monitor at the network-level: poll the hardware interface of monitored Customer equipment on the Qwest network to determine whether the network path to the monitored Customer equipment is delivering traffic to the hardware interface and the interface can respond to a ping request. Inability to respond to a ping request indicates one of the following conditions: • Network failure (between ping monitoring system and the equipment hardware interface) • Equipment software failure which responds to ping requests • Hardware device failure • Provide one ping per active IP address on the monitored Customer equipment. Additional pings may be purchased • Poll each active IP for down conditions every two minutes, and generate an alarm within two minutes of a failure • Upon alarm, start problem management procedures in accordance with Definitions in the Standard Monitoring and Management Service Descriptions, which is a minimum of email notification • Problem management for Ping failure always includes local verification of power and network access to the device • Provide web-accessible Portal for alarm data • Real time alarm conditions appear in the Portal under the My Alerts tab, as defined in the Standard Monitoring and Management Service Descriptions
Exclusions	Devices with non-routable IPs, which are not visible to the public Internet, or which do not have a unique IP
Restrictions	This service is not restricted to devices located in a CyberCenter Qwest reserves the right to discontinue monitoring an event which causes recurring alarms if Customer does not take corrective action within 7 days when the event is not the responsibility of Qwest. When the Customer takes the corrective action and notifies Qwest, Qwest will again commence monitoring such event(s). Qwest will utilize the Qwest Change Management processes to notify Customers of the pending action to discontinue monitoring.
Caveats	Short-duration hardware conditions can occur and may not be detected due to the interval of monitoring



	 Intermittent events may cause alarms that cannot later be verified (ghosts), particularly if the Customer has scheduled processes that cause the events
Required Support Information	 Up-to-date lists of authorized contacts for emergency and administrative purposes utilizing Qwest's First Touch Response Hosting Customer Service Updated SMTP addresses Updated IP assignment list

534.7 - Slorege Tage BU

Service Description

This service consists of managed backup to tape using network backup agent technologies. It is offered to Qwest Dedicated Hosting customers as a standalone product or as an add-on to all levels of Primary Storage.

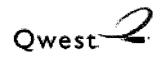
Product Description:

- Connect to backup via 10/100 Mbps or Gigabit Ethernet (GigE)
- Uses network backup software or equivalent technologies. The software backs up to tape silo Pricing:
- · See Below
- Billable unit equals one gigabyte (GB) of data transferred to or from the tape silo.
- The customer will be billed a one time charge for cabling.
- The customer will be charged monthly for the backup switch port.
- The customer is responsible for any additional backup agents (Oracle, MSSQL, Clustering, etc.) Includes:
- Tapes
- · One full and six incremental backups per week
- Two week on-site tape retention (and then recycled)
- Tape management
- · Backup management and monitoring
- Security
- 24/7 help desk support
- Proactive notification of backups that fail to complete within the backup window
- NOC support
- Three restores from on-site tapes per month (retrieval fees apply for off-site tapes) Does not include:
- Server side support
- · Retrieval of off-site tapes for restores
- · Off-site tape archiving
- NFS mounts / CIFS mounts / SMB mounts (No Network Attached Storage will be backed up) Customer is required to obtain the following:
- Any additional backup licenses per server beyond the file system backup —Qwest will provide and retain ownership of the file system backup license.
- See 5.3.1.8 Storage Tape BU 100 and 5.3.1.9 Storage Tape BU 1000 for NIC and sizing requirements.



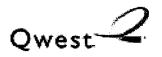
	 An OS that is on the Qwest SOE (It does NOT have to be a SOE installed OS). Customer side operating system configuration and troubleshooting.
Exclusions	Servers must be located in Qwest Cybercenters (Basic Hosting Minimum) Client side issues Retrieval of off-site tapes for restores Off-site tape archiving NFS mounts / CIFS mounts / SMB mounts (No Network Attached Storage will be backed up)
Restrictions	 Does not support network attached storage (NFS, CIFS, and SMB) or live databases backed up as file systems. Cold backups of all data ONLY This service is restricted to Qwest CyberCenter ONLY
Caveats	None
Required Support Information	Up-to-date lists of authorized contacts for emergency and administrative purposes

5.341.8 - Storago	aqqa (I)
Service Description	This is a component of the managed backup service. Product Description: Connect to backup service at 10/100 Mbps Pricing: See Below Includes: Connectivity up to the Network Interface Card (NIC) Does not include: Server side support Customer is required to obtain the following: Network Interface Card (NIC)— (Qwest will require Root Access or the ability to log onto the customer's server to validate NIC) Ethernet connection to the Tape Area Network (TAN) (MRC and NRC is waived for Premium and Performance Hosting customers) #61485; Ethernet connections may be one port per server or customers may elect to host their own switch and connect their servers to that switch, which is then connected to the Qwest TAN. Port charges would apply to the number of customer ports connected to the Qwest TAN. #61485; Ethernet Port Size Requirements: A 10/100 Mbps port is required. A 10/100 Mbps port may be attached to a switch, but the total data to backup



	must be less than 40 GB. • Customer side operating system configuration and troubleshooting.
Exclusions	
Restrictions	This service is a sub-component of 5.3.1.7, Storage Tape BU
Caveats	
Required Support Information	

.9 Storae	P Tage (20) 1000 Mage
Service Description	This is a component of the managed backup service. Product Description: Connect to backup service at 1000 Mbps (GigE) Pricing: See Below Includes: Connectivity up to the Network Interface Card (NIC) Does not include: Server side support Customer is required to obtain the following: Network Interface Card (NIC)— (Qwest will require Root Access or the ability to log onto customer's server to validate NIC) Ethernet connection to the Tape Area Network (TAN) (MRC and NRC is waived for Prem and Performance Hosting customers) #61485; Ethernet connections may be one port per server or customers may elect to host own switch and connect their servers to that switch, which is then connected to the Qwest Port charges would apply to the number of customer ports connected to the Qwest TAN. #61485; Ethernet Port Size Requirements: A 1000 Mbps port is required. Additional 1000 Mbps port are required for every 700 GB of data to backup. Example: 1GB - 700GB - One 1000 Mbps port 701GB - 1400 GB - Two 1000 Mbps ports, etc. Customer side operating system configuration and troubleshooting.



Exclusions	
Restrictions	This service is a sub-component of 5.3.1.7 - Storage Tape BU
Caveats	
Required Support Information	

ASSUMPTIONS

This proposal document provides an estimate of effort, scope and costs.

Scope & Pricing

1. Pricing estimates specified in this document are for the combined support needs of the entire configuration as currently understood and documented. Client understands that some pricing may not be tied to specific devices or software modules, and therefore cannot be extrapolated linearly unless specifically stated.

2. Schedules and pricing assume timely delivery of necessary information, approval of deliverables, and assume no changes in scope or architecture by client. If changes introduced by the Customer lengthen the project process or increase scope, Qwest reserves the right to charge additional fees in order to provide for additional resources as necessary. Qwest will provide notice immediately of such charges at such time that a delay or change is introduced.

Technical/Architecture

- 1. Upon project kickoff, Customer will need to furnish any available, and most current documentation (e.g. network diagrams, logical diagrams, asset inventory, run books, build documentation, etc). All content to be used in the execution of this project must be available to Qwest in digital form prior to the project start date.
- 2. Client may be required to provide or purchase necessary equipment and software for remote administration of servers, including the ability to re-boot and power cycle servers (e.g. KVM remote management,, PC Anywhere, Secure Shell, etc).
- 3. Client must have valid, current software licensing and provide original software licenses and media, or purchase and provide prior to installation.
- 4. Clients must have maintenance contracts on any of their equipment they wish to have managed by Qwest.

Operations

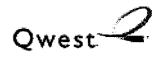
- 5. Client will assign a focal point person (Project Manager or equivalent) who will manage all feedback and interaction during the project.
- Qwest will be provided access to all necessary Client staff, systems, programs, or databases (including Copyright (c) 2004 Qwest. All Rights Reserved. Page 78

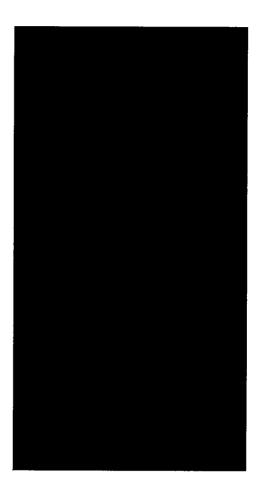


- logins/passwords/accounts) that are needed in order to properly gather information necessary to complete the implementation and support tasks.
- 7. Qwest will notify Client of any new patches or releases of software. Any installation of the patches or software will only be performed after Client and Qwest have agreed upon necessity and priority and completed the appropriate Change Control process.
- 8. If problems occur due to any changes introduced by Client or by client instruction, or happen outside of the Change Control Process, the time necessary to debug systems will be billed at a previously agreed-upon Qwest hourly rate.
- 9. For any customer-requested travel by Qwest personnel, client will be billed the expenses for the travel at cost.
- 10. Work requested through the change control process will be executed as follows: normal business hour execution will require 72 hour notice; outside of normal business hours may require a scheduled window at least one week in advance of desired execution date.
- 11. Client will pay for any client-requested training of Qwest staff required to support the infrastructure. Training will only occur with approval from client.
- 12. Client will be responsible for the cost of cabling in accordance with Qwest cabling standard. If it is not provided, client will be billed for this expense.
- 13. Client root and system access, unless agreed to by Qwest and client, will be locked and opened only with the Change control process.

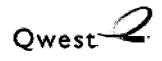
Response Time

- 14. Response time to customer issues is defined by the duration of time between notification (a call or email is placed or an alarm is reported) and the commencement of troubleshooting and diagnostic activities.
- 15. Response time will be a maximum of two (2) hours during business hours (8:30am 5:30pm Monday Friday, excluding Holidays).
- 16. Response time during after-hours (those outside the range identified above) will be a maximum of four (4) hours (as defined above).
- 17. For critical customer issues, response time will be within one (1) hour of notification. Customer Support Manager will contact <CLIENT> hourly to provide a status report.





Section Five **Pricing**



Pricing

(D)	Sawige	शास्त्र
1.2.1.12	Full OS/HW Manage, Monitor, Configure, Install: Windows 2000/2003 (order with other Full Services)	2
1.2.1.14	Full OS/HW Manage, Monitor, Configure, Install: UNIX/Linux (order with other Full Services)	2
1.2.1.4	Full OS/HW Manage, Monitor, Configure, Install: Server Hardware/OS: Windows2000/2003	4
1.6.1.3	Database Full Management, Configure, Install: Oracle 8i/9i or MSSQL 7/2000/2003	4
1.6.7.1	Database Full Monitor: MS SQL 7/2000/2003	2
1.6.7.5	Database Full Monitor: Oracle 8i/9i	2
5.3.1.7	Storage Tape BU	1000
5.3.1.8	Storage tape BU 100 Mbps	2
5.3.1.9	Storage Tape BU 1000 Mbps	6
S3.3.1.1	Standard Manage, Monitor, Configure, Install: Router/Switch	2

Override NRC: \$0.00 Override MRC: \$18,242.00

Term of Statement of Work: 2 years (with automatic renewal in accordance with Dedicated Hosting Service Exhibit).



Section Six

Acceptance and Authorization By signing this document, Customer and Qwest agree to the terms of this Statement of Work. The offer represented by this proposal is valid for a period of 5 days. The absence of an official written notice from Customer within 5 days after installation or delivery shall mean that acceptance has not occurred. This SOW is solely intended to provide an overview of the proposed approach, deliverables, key assumptions, staffing, responsibilities of both parties, an estimated project schedule and professional fees and expenses. The terms of this SOW shall not modify or waive any of the Agreement, including, without limitation, any of the provisions regarding liability or financial obligations, and any attempts to do so are void ab initio. This Statement of Work, including this signature page is hereby incorporated into and made a part of the Master Services Agreement between Customer and Qwest Communications Corporation.

Qwest Communications Corporation	Qwest Corporation (Customer)	
Lout a Hoff	(ala) Start	
Signature	Signature	
Directo-	UP-Finance	
Title	Title	
Lonette A. H. St	Carla S Stewart	
Print Name	Print Name	
11-1-05	11/2/05	
Date	Date	