Off Net Carrier A Service Supplement
Private Line Services

1. **Scope**. Private Line Digital and Optical Services are available as agreed by Supplier on a point-to-point basis. There are two (2) basic configurations for Private Line Digital and Optical Service: (i) Two Point Service allows for two (2) Supplier locations to be connected by one (1) dedicated transport service; and (ii) MultiConnect Service which allows Supplier to aggregate multiple lower point-to-point services terminating at multiple locations onto one (1) higher capacity service terminating at another Supplier location.

2. **Outage Credits**. Supplier shall give Customer a credit in accordance with its then-current Private Line Outage Policy for periods in which any Circuit loses continuity and fails to comply with applicable specifications; Supplier's current Outage Policy is attached hereto.

3. **Product Definitions**. For purposes of this Supplement: "Circuit" means a DS-0, DS-1, DS-3, E-1, E-3, OC-3c, OC-12c, OC-12c 1+0, OC-48c, OC-48c 1+0, OC-192c, OC-192c 1+0, STM1 or STM4. "Circuit Lease Term" means the term of a Circuit specified in the applicable Service Order. "Circuit Mileage" means the length of a Circuit specified in the applicable Service Order. "DS-0" means a circuit complying with TR-TSY-000333 "Switched and Special Access Services - Transmission Parameter Limits and Interface Combinations" Issue 1, July 1990. A "DS-1" is a signal conforming to the requirements set forth in Sections 9.3 and 10.2 of Bellcore TR-NWT-000499, Issue 5, December 1993. A "DS-3" is a signal conforming to the requirements set forth in Section 9.6 and 10.5 of Bellcore TR-NWT-000499, Issue 5, December 1993. "E-1" is a European digital transmission format devised by the "International Telecommunications Union – Telephone Standard ("ITU-TS") and given the name by the Conference of European Postal and Telecommunication Administration ("CEPT"). E-1 carries signals at 2.048 Mbps (32 channels at 64Kbps). "E-3" is a European digital transmission format devised by the ITU-TS and given the name by the CEPT. E-3 carries 16 E-1 signals with a data rate of 34.368 Mbps. "Full Circuit IPL Service" means a Circuit whereby both local and foreign-end international Circuits are provided by Supplier and/or its affiliates. "Half Circuit IPL Service" means a Circuit whereby Supplier provides domestic-end half-Circuit and Customer, or Customer's end user, coordinates and procures matching half-Circuits directly from the foreign-end carrier. "International Circuit" means an E-1, E-3, STM1, STM4, DS-1, DS-3, OC-3c, or an OC-12. A Circuit shall be considered an "International Circuit" if at any time it is operational outside the domestic United States of America, regardless of the origination and/or termination of the signal. All such International Circuits shall be considered a part of "International Service." An "OC-3c" is a signal based on the SONET frame structure as specified in Bellcore GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, and ANSI T1.105, Digital Hierarchy-Optical Interface Rates and Formats Specifications. An "OC-12c" is a signal based on the SONET frame structure as specified in Bellcore GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, and ANSI T1.105, Digital Hierarchy-Optical Interface Rates and Formats Specifications. An "OC-12c Unprotected (1+0)" – 622.08 megabits Lambda – is the ANSI SONET transmission standard for high capacity optical telecommunications with line rate of 622.08 Mbps in unprotected configuration, as specified in Bellcore GR-253-CORE. An "OC-48c" is a signal based on the SONET frame structure as specified in Bellcore GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, and ANSI T1.105, Digital Hierarchy-Optical Interface Rates and Formats Specifications. An "OC-48c Unprotected (1+0)" – 2.5 gigabits Lambda – is the ANSI SONET transmission standard for high capacity optical telecommunications with line rate of 2.5 Gbps in unprotected configuration, as specified in Bellcore GR-253-CORE. An "OC-192c" is a signal based on the SONET frame structure as specified in Bellcore GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, and ANSI T1.105, Digital Hierarchy-Optical Interface Rates and Formats Specifications. An "OC-192c Unprotected (1+0)" – 9.6 gigabits Lambda – is the ANSI SONET transmission standard for high capacity optical telecommunications with line rate of 9.6 Gbps in unprotected configuration, as specified in Bellcore GR-253-CORE. "On-Net" means a Circuit(s) provided on Supplier's network between two cities. "Protected Service (1+1) for OC-3c, OC-12c, OC-48c and OC-192c" refers to the ANSI SONET (Synchronous Optical Network) transmission standard for high capacity optical telecommunications whose line rate is 155.52 Mbps for OC-3c, 622.08 Mbps for OC-12c, 2.5 Gbps for OC-48c and 9.6 Gbps for OC-192c. The SONET standard is further defined in the "Bellcore Synchronous Optical Network (SONET) Transport Systems" Common Generic Criteria GR-253-CORE, Issue 2, December, 1995. "Requested Service Date" means the date Service on a Circuit is requested to commence specified in the applicable Service Order. "Service" means transmission service provided between standard cross-connect panels located in Supplier's terminal locations or when provided via Supplier LDX Optical cross-connect panels located in Supplier's terminal locations. "STM1" means Synchronous Transport Module 1, which is the Synchronous Digital Hierarchy "SDH" standard for transmission over OC-3 optical fiber at 155.52 Mbps. "STM4" means Synchronous Transport Module 4, the SDH standard for transmission over OC-12 optical fiber at 622.08 Mbps. "Unprotected (1+0)" refers to an unprotected Circuit, which operates without redundant electronics and will have an annual system availability of ninety-nine percent (99%) or better. The Customer interface consists of a transmit and receive two (2) fiber interface for a working (WK) system.

List of Exhibits

Exhibit A Private Line Outage Policy

Exhibit A – Private Line Outage Policy

Service Level Agreement for Domestic and International Private Line Services

1. Service Level Objectives

Supplier will make commercially reasonable efforts to meet a Service Availability of 99.99% for domestic Protected (1+1) Circuits and 99.9% for domestic Unprotected (1+0) Circuits pursuant to the Service Levels set forth in its performance specifications. This attachment sets forth the credit(s) that Customer will receive if the Service Levels are not met.

2. Allowance for Service Outage Periods

(a) A Circuit shall be deemed to be in an outage condition if, while Customer is using or attempting to use such Circuit, such Circuit loses continuity, becomes unavailable or fails to comply with the applicable specifications for such Circuit ("Outage"). Subject to the restrictions herein, Customer is entitled to an "Outage Credit" in the event that the Service Levels described in the Service Level Agreement are not met. An "Outage Period" begins when a report is made to Supplier's Network Control Center from Customer by telephone (or via Supplier's on-line trouble ticketing interface, if applicable) that Service has been impaired, lost or interrupted. Customer must agree that such Circuit is released for repair by Supplier or its agent. An Outage Period ends when the Circuit is restored. Supplier will notify customer by telephone and Customer will confirm that Service has been restored. Any additional time necessary for Customer's confirmation shall not operate to extend the calculation of the Outage Period. Events that cause an Outage but involve simultaneous multiple failures, shall be treated as one single Outage for purposes of calculation of Outage Credits. In the event of any dispute between the parties in respect of a Service being available or subject to an Outage Credit, Supplier shall retain the sole right to determine the period of such availability for the purpose of calculating any Outage Credits due under the terms of this Agreement.

All Outage Credits shall be subject to the following restrictions:

(i) No credit shall be allowed with respect to any period during which Customer fails to afford access to any facilities provided by Supplier for the purpose of investigating and correcting an interruption to Service.

(ii) The Monthly Lease Rates used to determine any credit hereunder shall be the then current Monthly Lease Rates being assessed.

(iii) In no event shall any credit be allowed hereunder (1) in excess of the then current Monthly Lease Rate for the applicable Circuit or (2) with respect to any Circuit for which Customer (i) fails to make or (ii) is excused from making any payment because of operation of law or any other reason.

(b) The duration of the Outage Period and Outage Credits will be determined at the sole discretion of Supplier, based upon Supplier's internal records. Customer shall have the right to request credit(s) for a period of one hundred and eighty (180) days after the occurrence of an outage or alleged outage. Customer shall have the right to contest any calculations of credit(s) for a period of thirty (30) days after Customer's receipt of invoice on which said credit(s) appear.

(c) No Outage Credits are allowed for Outage Periods:

(i) Caused directly or indirectly by the acts or omissions of Customer;

(ii) Caused by the failure of equipment or systems provided by Customer or any third party (not under the direction or control of Supplier), including any provider of local access service to Supplier contracted for, by, or on behalf of Customer (in such case, Supplier will coordinate with such local access service provider to cure such failure as quickly as practicable);

(iii) Caused by a Force Majeure event;

(iv) Occurring with respect to a Circuit released by Customer to Supplier (i) to perform maintenance, (ii) to make rearrangements at the direction of Customer, or (iii) to implement an order from Customer for a change in the Circuit; or

(v) Occurring with respect to a Circuit that Customer elects not to release for testing or repair and continues to use on an impaired basis.

(vi) Interruption of Service on a Circuit for maintenance. Supplier shall use its best efforts to give Customer one (1) day prior notice thereof by telephone, facsimile or E-mail. Supplier will use its best efforts to schedule such Service interruptions between midnight and 6:00 a.m. for domestic circuits or during local off-peak hours for international circuits. Credits will not be allowed with respect to such Service interruptions if Supplier has used its best efforts to so notify Customer in accordance with this paragraph.

(d) THE CREDITS AND/OR CANCELLATION OF A CIRCUIT IN THE CASE OF A CHRONIC OUTAGE PROBLEM PROVIDED FOR HEREUNDER SHALL BE SUPPLIER'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY IN THE EVENT OF ANY OUTAGE PERIOD OR INTERRUPTION OF SERVICE.

3. Service Level Outage Credits

(a) Domestic Service Level Outage Credits will be calculated and granted based upon the following Service Availability Objective:

Domestic Outage Credit Schedule – DS-X and OC-X Protected (1+1) Circuits

Outage Levels	Outage Time Period	Outage Credits
Level 0 Outage	0 minutes to less than 4 minutes	= No credit
Level 1 Outage	4 minutes to less than 30 minutes	= 1 hour credit
Level 2 Outage	30 minutes to less than 60 minutes	= 4 hours credit
Level 3 Outage	60 minutes to less than 4 hours	= 8 hours credit
Level 4 Outage	4 hours to less than 8 hours	= 24 hours credit
Level 5 Outage	8 hours to less than 24 hours	= 2 days credit
Level 6 Outage	24 hours +	= Actual plus 2 days credit
Two events of Level 1 or greater outage in one month		= Double credit
Three or more events of Level 1 or greater outage in one month		= Triple credit

Domestic Outage Credit Schedule – OC-X Unprotected (1+0) Circuits

Outage Levels	Outage Time Period	Outage Credits
Level 0 Outage	0 minutes to less than 30 minutes	= No credit
Level 1 Outage	30 minutes to less than 60 minutes	= 4 hours credit
Level 2 Outage	60 minutes to less than 4 hours	= 8 hours credit
Level 3 Outage	4 hours to less than 8 hours	= 24 hours credit
Level 4 Outage	8 hours to less than 24 hours	= 2 days credit
Level 5 Outage	24 hours +	= Actual plus 2 days credit
Two events of Level 1 or greater outage in one month		= Double credit
Three or more events of Level 1 or greater outage in one month		= Triple credit

(b) International Service Level Outage Credits will be calculated and granted based upon the following Service Availability Objective:

International Full Circuit Outage Credit Schedule

Outage Levels	Outage Time Period	Outage Credits
Level 0 Outage	0 minutes to less than 20 minutes	= No credit
Level 1 Outage	20 minutes to less than 60 minutes	= 4 hours credit
Level 2 Outage	60 minutes to less than 4 hours	= 8 hours credit
Level 3 Outage	4 hours to less than 8 hours	= 24 hours credit
Level 4 Outage	8 hours to less than 24 hours	= 2 days credit
Level 5 Outage	24 hours +	= Actual plus 2 days credit
Two events of Level 1 or greater outage in one month		= Double credit
Three or more events of Level 1 or greater outage in one month		= Triple credit

International Half Circuit Outage Credit Schedule

Outage Levels	Outage Time Period	Outage Credits
Level 0 Outage	0 minutes to less than 60 minutes	= No credit
Level 1 Outage	60 minutes to less than 4 hours	= 8 hours credit
Level 2 Outage	4 hours to less than 8 hours	= 24 hours credit

Level 3 Outage	8 hours to less than 24 hours	= 2 days credit
Level 4 Outage	24 hours +	= Actual plus 2 days credit
Two events of Level 1 or greater outage in one month		= Double credit
Three or more events of Level 1 or greater outage in one month		= Triple credit