

Carrier “B” -- Off Net Private Line Service Schedule

This Off Net Private Line Service Schedule applies to the Off Net Private Line Services described herein and is a part of Supplier’s Off Net Terms & Conditions (the “Off Net Terms”) for Carrier B to which this Schedule is either attached or as it is posted on Supplier’s website. As used herein, “Private Line Service” refers to the Off Net Private Line Service described herein, and “circuit” refers to an Off Net circuit. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Off Net Terms.

1. Service Description. Private Line Service provides domestic DS-1, DS-3 and Optical SONET (OC-N) circuits dedicated to Customer’s use between two (2) points specified in a Service Order and accepted by Supplier, and which meet the technical requirements as defined below in Section 4, technical specifications.

2.1. Charges. Monthly recurring rates, and non-recurring charges, for Private Line Services are as set forth in the Service Order. Pricing is subject to change upon written or electronic notice to Customer. Price changes shall only be effective on a going-forward basis and shall not apply to Service Orders placed by Customer and accepted by Supplier under a Firm Order Confirmation prior to the effective date of the respective price change.

2.2. Installation Charges. Installation charges shall apply to the standard installation of equipment necessary to provide the requested Private Line Service to the point of demarcation at Customer’s premises. Additional installation charges shall apply when Customer is required to install equipment other than that normally required to provide such Private Line Service or when Customer requests special equipment.

2.3. Other Charges. Customer should be aware that from time to time, third-party charges are levied to Supplier after submission of the original Service Order from Customer. Supplier is entitled to pass these charges to Customer. Supplier will inform Customer of any such charges before the charges are passed through to Customer. Supplier cannot commit that all charges related to any requested Service will always be on the original Service Order. Supplier will notify Customer as soon as Supplier is aware of any such third party provider charges and in any event, before the charges are passed through to Customer. If Customer provides written notice that it disputes such third party charges within five (5) calendar days from receipt of Supplier notice of such charges, and subject to Supplier’s agreement with the applicable third party provider, Supplier will act on Customer’s behalf to dispute charges from any such third party provider which Customer reasonably believes should be disputed. In the event the dispute is resolved in favor of Supplier, Supplier will pass through any remedy received from the third party provider as a result of such dispute resolution. In the event the dispute is resolved in favor of the third party provider, Customer will be responsible for paying such third party charge in its entirety.

3.1 Outage Credits. Customer acknowledges the possibility of an unscheduled and/or continuous period of time during which Private Line Service is unavailable (“Outage”). An Outage shall begin upon the earlier of Supplier’s actual knowledge of the Outage or Supplier’s receipt of notice from the Customer of the Outage. In the event of an Outage, Customer shall be entitled to a credit (“Outage Credit”) upon Supplier’s receipt of Customer’s written request for such Outage Credit. The amount of the Outage Credit for Private Line Service is calculated on a per circuit/per outage basis and is credited in a percentage of the monthly recurring charge for the affected Private Line circuit, as set forth in Table A.1 below.

Table A.1 Outage Credits	
Length of Individual Outage	Amount of Credit (% of MRC)
0-14 minutes	0
15 – 59 minutes	10
1 hour – 1 hour 59 minutes	15
2 hours – 3 hours 59 minutes	20
4 hours – 7 hours 59 minutes	30
8 hours – 11 hours 59 minutes	40
12 hours or more	50

3.2 Excessive Outage. An Excessive Outage with respect to a circuit hereunder shall be defined as either (a) 15 consecutive hours of Outage, or (b) 24 cumulative hours of Outage in any calendar month period. In the event that Customer experiences an Excessive Outage condition, Customer shall be entitled to receive an Excessive Outage Credit, upon Supplier’s receipt of Customer’s written request for such credit, equal to one-hundred percent (100%) of the Monthly Recurring Charge of the affected circuit. In the event that an Excessive Outage condition exists for either (a) twenty-four (24) consecutive hours, or (b) thirty-six (36) cumulative hours in any calendar month period, Customer may choose to either accept the Excessive Outage Credit or terminate the affected circuit without liability for an early termination charge. If Customer chooses to terminate the affected circuit, Customer shall remain liable for all third party charges associated with such termination. In order for Customer to terminate the affected circuit pursuant to this provision, Customer must provide written notification of such termination to Supplier within twenty-five (25) calendar days of the end of the Excessive Outage condition. If Customer fails to notify Customer in writing of its intent to terminate the affected circuit within such 25-day period, Customer shall be deemed to waive its right to terminate the affected circuit.

3.3 Remedy. **THE REMEDIES SET FORTH IN THIS SECTION 3 SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER IN THE EVENT OF ANY OUTAGE OR EXCESSIVE OUTAGE AND UNDER NO CIRCUMSTANCES SHALL AN OUTAGE OR EXCESSIVE OUTAGE BE DEEMED A DEFAULT UNDER THE OFF NET TERMS OR THE AGREEMENT.**

3.4 Limitations. Customer shall not receive an Outage Credit, Excessive Outage Credit or be able to exercise its termination rights set forth in Section 3.2 above if the Outage or Excessive Outage is: (i) caused by Customer or others authorized by Customer to use the Services; (ii) due to the failure of power, facilities, equipment, systems or connections not provided by Supplier; (iii) caused by the failure of Local Access Service or other third party-provided Services; (iv) the result of scheduled maintenance where Customer has been notified of scheduled maintenance in advance, or (v) due to a Force Majeure event as defined in the Off Net Terms.

3.5 Invoice Credit. Outage Credits shall be credited on Customer’s next monthly invoice for the affected circuit.

4. Technical Specifications—Service Level Objectives. Although Outage Credits are provided as set forth above, Supplier’s objective is to provide Private Line Service that meets the following service level objectives (“SLO”) with respect to these Technical Specifications. **NEITHER SUPPLIER NOR ANY THIRD PARTY PROVIDER SHALL HAVE ANY LIABILITY FOR ITS FAILURE TO ACHIEVE THESE OBJECTIVES. THE OUTAGE CREDITS PROVIDED ABOVE ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE, INTERRUPTION OR DEGRADATION OF THE PRIVATE LINE SERVICE.** Interconnection Specifications for DS-1 service is provided in accordance with ANSI

Standard T1.102 and T1.403 (formerly AT&T Compatibility Bulletin 119). DS-1 Service operates at 1.544 Mbps. DS-3 service is provided in accordance with ANSI Standard T1.102 and T1.404. DS-3 Service operates at 44.736 Mbps. Optical SONET Services are provided in accordance with ANSI Standard T1.105. OC-3 Service operates at 155.520 Mbps and is configured with 3 separate STS-1 signaling paths. OC-3C Service operates at 155.520 Mbps and is configured with 1 STS-3C signaling path (or 3 concatenated STS-1 signaling paths). OC-12 Service operates at 622.080 Mbps with 12 separate STS-1 signaling paths. OC-12C Service operates at 622.080 Mbps with 1 STS-12C signaling path (or 4 separate STS-3C signaling paths). OC-48 Service operates at 2488.320 Mbps and is configured with 48 separate STS-1 signaling paths. The standards by which the Private Line Service is measured apply on a one-way basis between the Off Net POPs only and involves the five (5) variables set forth in the subsections below.

(a) **Network Availability.** Network Availability is a measurement of the average percent of total time that Private Line Service is operative when measured in a month. DS1, DS-3 and Optical SONET Service is considered inoperative when there has been a loss of signal or when two consecutive 15 second loop back tests confirm the observation of a bit error rate equal to or worse than 1×10^{-6} . A Private Line Service deemed inoperative under this description will not be included in SLA measurements for Error Free Seconds or Severely Errored Seconds. For DS-N level Services provided hereunder, availability shall be measured monthly and shall average 99.999% from POP to POP. For OC-N level Services provided hereunder, availability shall be measured monthly and shall average 99.997% from POP to POP. Network Availability for Services of a third party provider other than Carrier "B" is established by such third party provider. The local access availability standards for DS-1 and DS-3 and Optical SONET Services are established by the Local Access Service provider and are not considered in determining whether the Private Line Service has met the Technical Specifications in determining Outages and Outage Credits under this Schedule.

(b) **Mean Time to Restore.** Mean Time to Restore (MTTR) shall be the average time required to restore service and resume availability in a one month (720 hour) period and is stated in terms of equipment failure and cable outages. The time is measured from the moment the outage is reported until the later of (i) restoration of the first fiber on a cable cut or (ii) equipment is repaired and service is available. With respect to the Private Line Service, network equipment will be repaired within an average of two (2) hours and the first fiber on a cable cut within an average of four (4) hours from the time Supplier first becomes aware of the problem, or when notified by Customer and Customer has released all or part of the Service for testing. The maintenance standards in this Section only apply for equipment or fiber on the Off Net network and between the POPs used to provide the Services hereunder

(c) **Error Free Seconds.** Performance is noted in Error Free Seconds (Error Free Seconds ("EFS")) which is a measure of the percentage of the total seconds that do not contain bit errors over a consecutive twenty-four (24) hour period and averaged over a one month (720 hour) period. Long term performance shall be derived from Errored Seconds incidents in accordance with Telcordia Technologies Generic Criteria GR-499-CORE, Section 4.2 for DS-n services and GR-253-CORE, Section 6.2.2.5.1 for SONET Services. For Private Line Services provided hereunder, EFS shall be 99.99% per day. In the event that any Private Line Service provided hereunder fails to comply with the 99.99% EFS standard set forth above, such Service shall be considered unavailable, pursuant to Section 3.1 above, for the period of time during which that Service is in noncompliance. For Services not on the Off Net network used to provide the Services hereunder, the EFS standard for local access DS1, DS3, and Optical SONET Service is established by the applicable third party services provider. Services from other third party providers are not considered in determining whether the Private Line Service provided hereunder has met the Technical Specifications in determining Outages and Outage Credits.

(d) **SONET Severely Errored Seconds.** A SONET Severely Errored Second is any one-second interval in which 2400 or more STS Path BIP errors were detected, AIS-P, LOP-P, or lower level, traffic related near end defect is detected in accordance with Telcordia Technologies Generic Criteria GR-253-CORE, Section 6.2.2.5.1. The number of Severely Errored Seconds shall not exceed eight (8) in a twenty-four hour period averaged over one month (720 hours).

(e) **Latency.** Latency is defined as the one-way trip time required for a bit to travel between POPs. Latency is measured as one-half of the roundtrip delay from the local Customer demarcation point to the remote Customer demarcation point. For Private Line Services provided hereunder, network average Latency will be one millisecond (1ms) per one hundred (100) route miles.

Table A.2 Implementation Intervals	
Service Type	Standard Interval POP to POP
DS-1	20 business days
DS-3	30 business days
OC-3	45 business days
OC-12	45 business days
OC-48	60 business days

5. Implementation Intervals.

a. The standard service Implementation Interval for DS_N and OC_N Service provided under this Schedule is set forth above in Table A.2. Other third party provider Service Implementation Intervals shall be determined on an individual case basis. Supplier shall make reasonable efforts to provide the Private Line Services hereunder within such standard service Implementation Interval.

(b) With respect to any Private Line Service hereunder, in the event Supplier fails to turn up Customer's Service within twelve (12) calendar days after the completion of the standard service Implementation Interval, as set forth in Table A.2 for services between Tier A cities, and within twenty-five (25) calendar days after the completion of the standard service Implementation Interval, as set forth in Table A. 2 for services involving a Tier B city, Customer shall have the option to receive a credit in the amount of 1/30th of the Monthly Recurring Charge for such Private Line Service for every day past the standard service Implementation Interval, as set forth in Table A.2, that such Service is not turned up. Such credit shall not exceed one (1) month's Monthly Recurring Charge for such Private Line Service. If service is not turned up within thirty-five (35) days of the standard Implementation Interval for any Private Line Services, Customer shall have the right to cancel the order with no penalty for the affected Private Line Services. Customer will be responsible for any third party cancellation or term liability charges that are assessed to Supplier.

(c) Notwithstanding anything to the contrary in this Schedule, in no event shall Supplier's failure to deliver Private Line Service hereunder within the periods set forth in subsection (b) above constitute a default under the Off Net Terms or the Agreement. **CUSTOMER AGREES THAT CUSTOMER'S RIGHT TO RECEIVE CREDITS OR CANCEL THE AFFECTED CIRCUIT UNDER SUBSECTION (B) ABOVE SHALL BE CUSTOMER'S SOLE REMEDY AND SUPPLIER'S AND ITS THIRD PARTY PROVIDER'S SOLE LIABILITY IN THE EVENT OF ANY SUCH DELAY.** Notwithstanding the foregoing, Customer shall not have the right to receive any credits or cancel the applicable circuit for Supplier's delay in delivering Private Line Services as set forth in subsection (b) above if the delay is caused by Customer, the Local Access Service provider, any other third party provider or a Force Majeure event as defined in the Off Net Terms.

6. Planned Network Maintenance Activity. Supplier shall avoid performing network maintenance between 0600 to 2200 Central Time (or local time with respect to facilities comprising international Private Line Service), Monday through Friday, inclusive, that will have a disruptive impact on the continuity or performance level of Customer's Service. However, the preceding sentence does not apply to restoration of continuity to a severed or partially severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential jeopardy conditions. Supplier will use commercially reasonable efforts to notify Customer prior to emergency maintenance. Supplier shall provide Customer with electronic mail, telephone, facsimile, or written notice of all non-emergency, planned network maintenance (i) not less than two (2) business days prior to performing maintenance that, in its reasonable opinion, has a substantial likelihood of affecting Customer's traffic for up to fifty (50) milliseconds, and (ii) not less than seven (7) business days prior to performing maintenance that, in its reasonable opinion, has a substantial likelihood of affecting Customer traffic for more than fifty (50) milliseconds. If Supplier's planned activity is canceled or delayed, Supplier shall promptly notify Customer and shall comply with the provisions of this Section to reschedule any delayed activity.

7. Non-Recurring Charges. Non-Recurring Charges (NRCs") may be incurred and charged for Private Line Service on an individual case basis ("ICB").

7.1 **Data NRCs.** Supplier's Carrier B has standardized certain NRCs for its Optical Wave Services. The charges are described below as follows and are set forth in Table F.3 below:

- 1) **Per Circuit Basis.** Only one (1) NRC type applies when two Services are bundled together on a per-circuit basis.
- 2) **Third Party Provider Charges.** Supplier will pass through all of Carrier B's and any other third party provider charges, including ancillary or and any other non-recurring charges.
- 3) **Service Order Installation Charge under this Off Net Service Schedule.**
 - a. Service Order Installation Charges for Supplier's Services and any of Carrier B's Services provided by Supplier shall be charged as set forth on the Service Order.
 - b. In the event Customer terminates a circuit prior to the Service Order Term, Supplier shall bill for any Service Order Installation Charge that was discounted at the time the circuit was provisioned.
- 4) **Service Order Supplement (Pending Service under this Off Net Service Schedule).**
 - a. Pre Design. Pre Design Service Order Supplement is any change initiated by the Customer to the Service Order within one (1) business day after Supplier's Service Order acceptance date as set forth in the Firm Order Confirmation ("FOC") for Service Orders with standard Implementation Intervals as set forth in Table A.2 above.
 - b. Non-Design Impacting. Non-Design Impacting Service Order Supplement is any change initiated by the Customer which is administrative in nature, such changes include but are not limited to: change of Customer's requested due date, billing contact change, and Service Order contact change. A Customer's first Non-Design Impacting Service Order Supplement is free of charge.
 - c. Post Design. Post Design Service Order Supplement is any change initiated by the Customer to the Service Order more than one (1) business day after Supplier's Service Order acceptance date as set forth in the FOC for Service Orders with standard Implementation Intervals as set forth in Table A.2 above. All Service Orders are deemed to be in "Post Design" if the Customer's requested due date is less than the standard Implementation Interval as set forth in Table A.2 above.
 - d. Design Impacting. Design Impacting Service Order Supplement is any change initiated by the Customer that affects the design of the Service or requires the designer to perform additional tasks including but not limited to: changes to Customer's requested due date for circuits that involve a third party provider), change of circuit location address (A, or Z Location), change to CFA, change of local access provider, change NPA/NXX, adding/changing protection or diversity, changing hand-off (2 wire/4 wire), NC/NC change.
 - e. Supplement Assesses per Service Order. The applicable Service Order Supplement charge is assessed per change for each affected circuit.
 - f. Limit on Supplement. A Service Order Supplement will not be accepted on or after Carrier B's planned test date.
- 5) **Service Order Cancellation (Pending Service under this Off Net Service Schedule).**
 - a. Pre Design- Pre Design Service Order Cancellation is a cancellation within one (1) business day after Supplier's Service Order acceptance date as set forth in the FOC for Service Orders with standard Implementation Intervals as set forth in Table A.2 above.
 - b. Post Design. Post Design Service Order Cancellation is a cancellation of a Service Order more than one (1) business day after Supplier's Service Order acceptance date as set forth in the FOC for Service Orders with standard implementation Intervals. All Service Orders are deemed to be in "Post Design" if the Customer's requested due date is less than the standard Implementation Intervals as set forth in Table A.2 above. A Service Order Cancellation will not be accepted on or after Carrier B's planned test date.
- 6) **Service Order Change or Reconfiguration (Active Service under this Off Net Service Schedule).** If Customer requests a change to Service after the Service has been installed, Customer shall incur a Service Order Change or Reconfiguration charge. In addition to the Service Order Change or Reconfiguration charge, if Customer requests changes to its Service Order outside of the normal business practice or if Customer's requested change requires re-engineering, Supplier may provide such Services at charges determined on an ICB.
- 7) **Frame Permanent Virtual Circuit ("PVC") Installation or Change Simplex under this Off Net Service Schedule.** Frame PVC Install or Change Simplex charge applies when Supplier provides Frame Relay Services to the Customer that require a PVC. The Frame PVC Installation Charge or Change Charge applies for each simplex PVC that Supplier provides.
- 8) **ATM PVC Installation or Change Simplex under this Off Net Service Schedule.** ATM PVC Installation or Change Simplex charge applies when Supplier provides ATM Services to the Customer that require a PVC. The ATM PVC Installation Charge or Change Charge applies for each simplex PVC that Supplier provides.

9) **Virtual Private Network Class of Service ("VPN CoS") Installation or Change under this Off Net Service Schedule.** VPN CoS charge applies when Supplier provides VPN Services to the Customer that require usage bandwidth.

10) **EWAN VC Installation or Change Duplex under this Off Net Service Schedule.** An EWAN Transparent LAN Service (TLS) Virtual Connection ("VC") Installation or Change Duplex- VC Install or Change Duplex charge applies when Supplier provides EWAN Services to the Customer that requires a VC. The EWAN VC installation charge or change charge applies for each duplex VC that Supplier provides.

11) **Customer Not Ready under this Off Net Service Schedule.** ("CNR"): A Technical Assistance ("Tech Assist") fee will be assessed during regular hours to turn up a circuit that was originally +turned up CNR. A two (2) hour minimum will apply.

12) **After Hours Charges under this Off Net Service Schedule.** Circuit Installation Tech Assist: A Tech Assist fee will be assessed as "Circuit Installation" charges for Service Order Installation or Change requested by the Customer to occur outside of business hours. A two (2) hour minimum will apply.

Table F.3

Non Recurring Charges									
Ports/Circuit	DS1 Frame	DS3 Frame	DS1	DS3	OCN, OC48 Wave	10E	FastE	GigE	OC192 Wave
Service Order Installation	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Service Order Supplement (Pending Services) Pre Design or Non Design Impacting Post Design or Design Impacting	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Service Order Cancellation (Pending Services) Pre Design Post Design	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Service Order Change/Reconfiguration (Active Service)	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Bandwidth Charge									
Frame PVC Install/Change simplex	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
ATM PVC Install/Change simplex	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
VPN CoS Install/Change	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
EWAN VC Install/Change duplex	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
ATM PVC only available 64k – 600 Mbps Frame PVC only available 4k – 1.544 Mbps									
Technical Assistance Hourly Charges for Circuit Turn-Up									
CNR (Customer Not Ready)		ICB			Two hour minimum				
After Hours (7pm to 7am CST, M-F) and Holidays		ICB			Two hour minimum				
Non-Recurring Charges not described above will be considered special requests and will be handled on an individual case basis.									

8. **Disclaimer of Warranties.** Supplier will use reasonable commercially reasonable efforts to provide the Private Line Services described herein in compliance with the terms hereof and for which a Service Order has been accepted by Supplier under a Firm Order Confirmation. Supplier will use commercially reasonable efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in the Private Line Services hereunder and restore such Services to comply with the terms hereof. **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SCHEDULE, NEITHER SUPPLIER NOR ANY THIRD PARTY PROVIDER MAKE ANY WARRANTIES WITH RESPECT TO THE PRIVATE LINE SERVICES PROVIDED HEREUNDER, AND SUPPLIER AND ITS THIRD PARTY PROVIDERS EACH EXPRESSLY DISCLAIM ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SUCH PRIVATE LINE SERVICES.**