



PAETEC

Dedicated Server Services Standard Terms and Conditions

In addition to the standard terms and conditions contained in the Service Agreement between PAETEC and Customer (the "Agreement"), of which this Schedule is a part of, the Customer agrees that the following terms and conditions apply with respect to the Dedicated Server Service provided to Customer by PAETEC. In the event of any inconsistency between this Schedule and the Agreement, this Schedule shall control.

In this Schedule, all capitalized terms that are not defined herein shall have the meaning given to such terms in the PAETEC Service Agreement, the Standard Terms and Conditions, the AUP and any other document referenced in the Agreement, in effect as of the date of the Service Agreement and posted on PAETEC's Website.

1. Description

PAETEC agrees that it will make commercially reasonable efforts to meet the minimum service levels and targets set out in this Standard Terms and Conditions (T&C) Schedule with respect to the Dedicated Server services provided to the Customer.

2. Minimum Service Levels

The minimum service levels for the Dedicated Server product are as follows:

PAETEC will provide 99.99% uptime for hardware and PAETEC managed software for the Dedicated Hosted Server product.

3. Service Level Definitions

(a) Database Usage: If customers exceed the limits on our database products (MS SQL and MySQL) then PAETEC will automatically charge you for the additional space you use at our current prices. For example, if a Customer has a 150MB database and 200MB is in use at any point during a month then PAETEC will charge for the extra 50MB in that month.

(b) Bandwidth Usage: PAETEC may implement the following policy in its sole discretion:

PAETEC provides each Dedicated Server with a 50MB connection which is burstable to 100MB via an Ethernet connection. When the Bandwidth utilized by a Customer in using a service higher than the subscribed amount for more than 4 cumulative hours in a given 30-day period, PAETEC reserves the right to suspend that service immediately. PAETEC may elect to terminate a server connection prior to the 4 hour window if it has determined that the machine has become the target of a malicious attack. I'm intentionally avoiding listing the type of attack so we don't become saddled with defining specific types of attacks. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our services. Customers may be offered an option whereby PAETEC continues supplying the service under a reduced usage criteria specified by PAETEC. Failure to comply with such measures may result in service to the Customer being terminated.

(c) Data Backup: PAETEC will create a synthetic backup of each server on a nightly basis. Once a week, a full backup will be created of each server. The backup will be stored at an alternative PAETEC facility for 30 calendar days.

4. Credits for Failure to Meet Service Levels

If PAETEC fails to meet the minimum service levels outlined below for the Dedicated Server product, the Customer shall be entitled to the following sole and exclusive credits:

Dedicated Hosted Server	Time Period	Credit
Failure to Meet Data Recovery Minimum	One time in a month	50% credit of previous month MRC
Failure to Meet Data Recovery Minimum	Twice in 1 month	100% credit of previous month MRC

In order to receive the foregoing credit, the Customer must notify, in accordance with the Standard Terms, PAETEC of its claim for a credit within thirty (30) days of the above mentioned service levels for which a credit is claimed.

5. Service Call Procedure

The Customer shall contact the PAETEC Customer Care Center ("CCC") to report all service problems.

Before calling, the Customer must have the following information:

- (i) Customer Number

(ii) The server affected

(iii) A description of the problems encountered

During the Service Call, PAETEC will open a ticket indicating the exact time the Service Call was received, the name of the person placing the call, and the details of the Service Call. A reference number (ticket) will be supplied to the Customer during the call. If a reference number cannot be supplied during the call, one will be supplied as soon as practical.

6. Service Level Exemptions

Degradation in the performance of the Services and unavailable time shall not be included for the purposes of determining whether the Services meet the minimum service requirements, or for calculating measured unavailable time if such degradation or unavailable time arises from: (i) Scheduled Maintenance or other service interruptions agreed to by the Customer for the purpose of allowing PAETEC to upgrade, change, implement an order, maintain, or repair the Services or related facilities; (ii) directly or indirectly as the result of the acts or omissions of the Customer, any person for whom the Customer is legally responsible, or any person using the Services; (iii) failure of equipment or systems not within PAETEC's Network Backbone, or of equipment or systems not provided, or under the control or direction of PAETEC including equipment or systems PAETEC may obtain or contract for at the request of the Customer; (iv) any failure by the Customer to afford access to any location for which the Customer is responsible, or to any facilities of PAETEC for the purpose of investigating and correcting a degradation in the Services or an Outage; (v) if a third party not associated with PAETEC initiates a "Denial of Service", "Malicious Attack" or other form of disabling attack against your Dedicated Server or major portions of our network, PAETEC will do everything in its power to stop the attack, but cannot guarantee a resolution time; and (vi) any event contemplated in section 12 of the Standard Terms.

7. Scheduled and Unscheduled Maintenance

Scheduled Maintenance means any maintenance activities performed at the PAETEC point of presence (POP) to which Customer's facilities are connected provided that Customer shall be given at least 15 business days' advance notice of such maintenance activities. Such activities are typically performed during the standard maintenance window on Sundays 00:01 and 6:00 am local time. Notice of scheduled maintenance shall be given to Customer's designated Change Management ("CM") Single Point of Contact ("SPOC") on the Customer Support Contact Form and any amendments thereto, by a method elected by PAETEC (telephone, e-mail, fax or pager). The Customer may change its CM SPOC upon reasonable advance written notice to PAETEC.

Unscheduled maintenance means any maintenance activities performed at the PAETEC point of presence (POP) to which Customer's facilities are connected as a result of a Threat or an Emergency. A Threat is defined as a situation or condition that would not normally cause an outage to a customer but introduces a very low risk to services or may lead to a brief service interruption of less than 100 milliseconds. Examples include optical cable splicing, contractor working near PAETEC fiber cables and digging within three meters of a PAETEC fiber cable. In the case of a Threat PAETEC will strive to provide customers with three business days' advance notice. In the event of an Emergency (defined as unplanned critical repairs, acts of vandalism and/or nature that has caused or could cause a degradation or interruption of service) PAETEC will make best efforts to provide customers with notice and an estimated time to repair.

8. Application of Credits

Credits shall be applied in respect of the next billing period and shall be based on the monthly rates in effect at that time. Calculation of all credits shall be based on the call log and other records maintained by PAETEC. In no event shall any credit be awarded in excess of the monthly rates for the affected Dedicated Hosted Server in effect at the time the credit is applied. If credits remain payable following the termination of the Agreement, the Customer shall be entitled to receive a rebate equal to the amount of such credits.

9. Cancellation of Services

Notwithstanding anything to the contrary in the Agreement, the Customer may elect by providing notice in writing to PAETEC to terminate the provision of the Services without liability for early termination (other than on account of charges incurred prior to cancellation) at any time, if: (i) 2 or more unsuccessful full backups resulting from an outage of the Dedicated Server product occurs in any single calendar month and are left un-remedied; or (ii) an Outage occurs as the result of any event contemplated in the Standard Terms and PAETEC does not correct such Outage or failure within 30 days of such occurrence.