



## DEDICATED ACCESS LINE (DAL)

**1. DESCRIPTION.** A Dedicated Access Line (“DAL”) provides a direct connection between customer location and PAETEC Network Point of Presence. Utilizing either a Dedicated T-1 or PRI facility to connect the two locations eliminates all Local switching aspects of Interexchange calling to/from this specific customer location.

DAL Minimum Usage. Beginning with the first full calendar month following DAL Service Activation, Customer agrees to maintain a monthly average loading of traffic (the “Minimum Usage Amount”) of 50,000 billable minutes per committed DS-1. PAETEC reserves the right to refuse a DS-1 order in excess of those required for minimum volume commitments, and to cancel any DS-1 with 30 days notice if Customer fails to meet the Minimum Usage Amount for 60 consecutive days, or two full billing cycles, whichever is shorter. Beginning with the fourth full billing period, Customer will pay PAETEC a port charge of five hundred dollars (\$500.00) per month per installed DS-1 circuit in addition to any applicable usage charges if Customer’s total usage for the billing month is less than 50,000 billable minutes per DS-1 digital circuits.

Local Access. If required, Customer appoints PAETEC as its agent for the purpose of arranging for interconnection from PAETEC Points-of-Presence to Customer’s facilities (“Local Access”) for a circuit-based product. Customer understands that PAETEC may rely on a third party for installation of Local Access service. PAETEC is not responsible if Local Access service is not available on the requested Service Activation Date or for service issues on Customer’s side of the demarcation point.

Demarc Extension. For specific voice and data services, upon Customer’s request, PAETEC will extend the Local Access Loop for up to 25 feet by providing a cross-connect from the Demarc to a Customer-provided industry standard distribution panel or CSU/DSU located in the same room. Charges for this cross-connect will be on a time and material(s) basis. Final charges will not be determined until work is completed and will be billed to Customer within two billing cycles of the completed work.

Utilization. DAL’s are intended for the local exchange of Long Distance or Toll Free Traffic only. All traffic traversing a DAL from the customer location to the PAETEC network will be billed as Long Distance. Any Local traffic sent across the DAL by the Customer will be terminated locally, however Intrastate Long Distance charges will be applied.

**2. SERVICE LEVEL AGREEMENT.** PAETEC DAL Service is backed by the following service level agreement (“SLA”) guarantee.

**(A) Service Delivery Interval**

PAETEC will install service by the Firm Order Commitment date or within 45 calendar days as measured from the date on which Customer has signed an order and submitted all required information to PAETEC to provision services to complete the original order. Calculation of the service installation interval will exclude delays caused by the Customer, including but not limited to, Customer-owned CPE issues, order supplementation or modification and limitations on premise access. The Service Delivery Interval guarantee does not include orders delayed beyond the reasonable control of PAETEC such as, but not limited to, Customer modification of the original order, a third-party act or omission, or the unavailability or failure of facilities or equipment available to serve Customer’s location. If the Service Delivery Interval guarantee is not met for DAL services, the Customer will receive a credit of 1/30th of the impacted circuit’s IXC mileage and local loop monthly recurring charges (MRC) for each day in excess of stated delivery interval. Limits on the credit and the reporting procedures are detailed below.

**(B) Restore Time**

PAETEC guarantees the following average service restoration intervals for each circuit measured on a per Customer circuit per outage occurrence:

**DS-1 4 hours**

The restoration interval will begin when Customer provides notice to PAETEC of the outage in accordance with outage notification procedures and PAETEC opens a trouble ticket. Customer wait time, including but not limited to waiting on customer response, facilities access restrictions, or response delays caused by inaccurate contact information will be subtracted from the restore time calculation. The PAETEC restore guarantee does not include outages found to the result of problems with Customer-owned CPE, scheduled maintenance events, Customer-caused outages or disruptions, and force majeure events. For purposes of this SLA, scheduled maintenance events include any maintenance that supports the Customer’s network or services, for which (i) the Customer is notified at least 48 hours in advance, or (ii) that is performed during a standard maintenance window Monday through Friday from 12:00 a.m. CST to 6:00 a.m. CST. If the restore guarantee is not met, Customer will receive a credit of 1/30th of the impacted circuit’s IXC mileage and local loop monthly recurring charges (MRC) for each day the service is not restored. Limits on the credit and the reporting procedures are detailed below.

### **(C) Chronic Circuit Outages**

If an eligible customer receives a credit under the Restore Time SLA three times in a 30-day period, PAETEC will have a 15-day repair period after the third incident to remedy the chronic problem. If there are any additional failures within a 15-day observation period after the 15-day repair period then the customer may terminate or disconnect the impacted circuit without incurring early termination fees. The claim for early termination must be filed in writing within 14 calendar days after the failure in the 15-day observation period.

**3. SLA CREDITS.** Total credits under the Service Level Agreement (“SLA”) are limited to, unless otherwise required by law, the monthly recurring charge for the affected service for the month in which the service does not meet the guarantees. The service credits provided under SLAs are Customer’s sole remedy unless otherwise required by law when PAETEC fails to meet a SLA. Customer must make a Performance Claim in writing no more than 14 days after the end of the outage event for which Customer claims that PAETEC failed to meet an SLA, or Customer waives its right to make a Performance Claim for that period. For purpose of the SLA, a “Performance Claim” is a written notice sent to the designated representative of PAETEC advising of the perceived violation of the SLA. Only one SLA parameter violation may be claimed per event. Customer must be in good standing with PAETEC with regard to account receivables in order to submit a performance claim.

**4. CIRCUIT INSTALLATION SCHEDULE AND CHARGES.** PAETEC will attempt to schedule circuit-based service installation in accordance with Customer’s availability. However, if PAETEC, using commercially reasonable efforts, is unsuccessful in coordinating service installation with Customer’s availability, PAETEC may unilaterally establish a “Scheduled Installation Date” for any circuit-based service that shall be no more than 60 days after Customer signs their Agreement. Customer agrees to pay PAETEC a nonrecurring circuit charge to connect service according to the following installation terms:

#### **Schedule of Hours:**

*Standard Hours:* hours during a normal business day between 8:00 a.m. CST and 5:00 p.m. CST, Monday through Friday.

*Overtime Hours:* hours outside of a normal business day (Monday through Friday) and on Saturdays.

*Premium Hours:* Sundays and/or holidays (PAETEC holidays observed are New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, the day before Christmas and the day after Christmas).

#### **Charges:**

Customer acknowledges and agrees that the following nonrecurring charges are in addition to any other scheduled charge that would normally apply:

*Overtime Service Installation Connection charge* (per service connection) – \$175.00 for work performed during *Overtime Hours* (Monday through Friday between 5:00 p.m. CST and 8:00 a.m. CST and on Saturdays).

*Premium Service Installation Connection charge* (per service connection) - \$240.00 for work performed during *Premium Hours* (work performed on Sundays and/or PAETEC holidays observed).

#### **Extraordinary Circumstances Charge:**

Customer acknowledges and agrees to pay PAETEC an Extraordinary Circumstances Charge (in addition to any other scheduled charge that would apply) at the rate of \$80.00 per hour per PAETEC employee or contracted agent if the installation is reasonably deemed by PAETEC to require extraordinary additional labor or at an extraordinary cost. PAETEC will notify Customer that the Extraordinary Circumstances Charge will apply. Such charges will apply in full hourly increments rounded to the nearest full hour.

**5. CALL ATTEMPT THRESHOLD.** Network Load will constitute the rate that PAETEC will accept call attempts from Customer. Peak hours are from 9:00 a.m. CST to 4:00 p.m. CST in the PAETEC serving switch (switch). Customer agrees to generate a maximum of 600 call attempts per DS-1 circuit per a 60-minute period during peak hours and a maximum of 1,800 call attempts per DS-1 circuit per 60-minute period during off-peak hours. If Customer wishes to increase the transmit rate up to a maximum of 1,000 call attempts per DS-1 per 60-minute period during peak hours and 3,000 call attempts per hour during off-peak hours, Customer agrees to pay a backhaul charge on all associated circuits for costs incurred by PAETEC to establish capacity in additional switches on the PAETEC network.

In the event that Customer violates this section, Customer agrees to pay PAETEC an Overload Charge (OC). The OC will be determined by calculating the number of call attempts on each circuit during any 60-minute period. If the Customer exceeds the selected option, Customer agrees to pay \$0.10 per call attempt for all call attempts on all circuits occurring within the measured 60-minute period in addition to the “per minute” rate. Each violation of the call attempts per DS-1 circuit per 60-minute period threshold

constitutes the calculation of a new OC. PAETEC damages are difficult or impossible to determine. The OC provided in this Amendment constitutes liquidated damages and is not intended as a penalty.

If Customer causes an OC three times within any 30-day period, or if the Customer causes PAETEC to inhibit traffic on trunks three times in a 30-day period, this constitutes a breach of the Agreement by the Customer, and PAETEC may elect to immediately disconnect all service to the Customer without incurring any liability. IN NO EVENT SHALL PAETEC BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS, AND LOSS OF PROFIT OR GOODWILL.

In the event Customer violates this section by attempting to transmit over the selected call attempts per DS-1 circuit per a 60-minute period, Customer agrees that PAETEC may elect to reduce the Customer's current circuit availability without incurring any liability. IN NO EVENT SHALL PAETEC BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS, AND LOSS OF PROFIT OR GOODWILL.

If PAETEC experiences overload of network in the process of providing service, we reserve the right to inhibit DS-1 circuits until the calls can be rerouted.

**6. SERVICE SUSPENSION AND MAINTENANCE.** PAETEC may perform scheduled network maintenance as stated in Section 2(B). PAETEC may also perform unscheduled network maintenance that may result in a brief service interruption. PAETEC will give advance notification of unscheduled interruptions whenever reasonably possible. Any PAETEC liability resulting from an unscheduled Service interruption will be determined in accordance with the governing Agreement.