



DEDICATED LOCAL T-1/PRI

1. DESCRIPTION. Dedicated Local T-1/PRI consists of dedicated digital loop access between the local switching facility and your premise using Local Access transport facilities. There are multiple trunk configurations available and all include local dial tone, unlimited local calling and a main primary directory listing. Where facilities permit, calling party number identification is provided on outbound calls. There is no separate charge for End User Common Line (“EUCL” a/k/a Federal Access Charge), Local Number Portability (“LNP”), Central Office Termination Charges (where applicable), or Mandatory EAS/EACS-Extended Area Calling Service (where otherwise applicable).

Service Configuration. Up to 23 (PRI) or 24 (T-1) voice channels on the T-1 transport facility will be available for the duration of the Agreement. Where facilities permit, customers requiring PRI (in-band) or T-1 (Channel Activated Signaling) could also choose configurations of 12, 16 or 20 voice channels. Inbound Caller ID Number is included for customers with PRI facilities at no additional charge. Where available, PRI customers can add inbound Caller ID Name & Number and Call Transfer with Release. Call Transfer with Release enables customers to bridge inbound calls to outside locations with the call bridged in the network, freeing up capacity on the Customer PRI.

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.

Directory Listings. Customer is solely responsible to inform PAETEC in writing of any change in the directory listing information, including telephone number or address, at least 90 days prior to the local telephone directory issue date.

Call Length. If applicable, Domestic Outbound 1+ and Inbound Toll Free long distance calls will be billed in six second increments, excluding Calling Cards and Conference Calling. Mexico Termination, Conference Calling, and Calling Card International Origination calls will be billed in full minute increments. All other outgoing International and Calling Card calls will be billed in six second increments after the first 30 seconds. All calls will be rounded up to the next highest increment.

Traffic Distribution. The rates for PAETEC Long Distance (“LD”) and Toll Free (“TF”) products included with this offering are based on a reasonable traffic distribution between minutes originated and terminated to or from an end user customer located in a local exchange in which a Regional Bell Operating Company (“RBOC”) is the incumbent. Customer agrees to use PAETEC long distance services provided under this Agreement for its own use and will not aggregate long distance traffic from unrelated end users.

2. ACCEPTABLE USE.

(A) Non-Assignability. PAETEC grants Customer use of the telephone numbers in association with the Dedicated Local T-1/PRI service. These telephone numbers are for direct use by the Customer and may not be assigned or resold to third parties outside of the parties covered by this agreement.

(B) Toll Bypass Prohibited. PAETEC Local T-1/PRI services may not be used to terminate traffic as local calls when the originating portion of the call occurred from the Public Switched Telephone Network (PSTN) as a call to which access charges apply and occurred outside the tariffed Local T-1/PRI local calling area.

3. SERVICE LEVEL AGREEMENT. Dedicated Local T-1/PRI Service is backed by the following service level agreement (“SLA”) guarantees.

(A) Restore Time. PAETEC guarantees the following average circuit restoration interval for each circuit measured on a per circuit, per outage occurrence:

DS-1 4 hours

The restoration interval will begin when Customer provide notice to PAETEC of the outage in accordance with outage notification procedures and PAETEC opens a trouble ticket. Customer's 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 be the result of problems with Customer's CPE or LAN, scheduled maintenance events, outages or disruptions caused by Customer, interconnections to or from and connectivity with other ISP networks, and force majeure events. For purpose of the SLA, scheduled maintenance events include any maintenance that supports Customer's network or services, for which (i) 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 in a calendar month, Customer will receive a credit of 1/30th of the monthly recurring charge ("MRC") including additional lines after all applicable discounts for each Restore Time occurrence that fails to meet the above criteria. Limits on the credit and the reporting procedures are detailed below.

(B) Chronic Circuit Outages. If 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 Customer may terminate or disconnect the impacted circuit without incurring early termination fees. Customer must file a claim for early termination in writing within 14 calendar days after the failure in the 15-day observation period.

4. 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.

5. E911. This service requires use of electronic equipment provided by the Customer, PAETEC or both. Temporary loss of E911 dialing could occur as result of a power outage, equipment or circuit failure, or use of telephone numbers that are not local to your calling area. In order for emergency services to respond in a timely manner, the Customer's phone system must be capable of, and programmed correctly to, send the correct telephone number associated with the caller's physical location. If the correct telephone number is not sent properly by a Customer's phone system on an outbound call to 911, the call could fail or be directed to the incorrect emergency services center resulting in no response or an unnecessarily delayed response by emergency personnel.

6. 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.

7. 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.

8. SERVICE SUSPENSION AND MAINTENANCE. PAETEC may perform scheduled network maintenance as stated in Section 3(A). 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.