



## DSL INTERNET SERVICE

**1. DESCRIPTION.** PAETEC Preferred Advantage<sup>®</sup> DSL Internet Service (“DSL”) consists of high-speed DSL line and Internet access providing single or shared access to the Internet.

Central Office Requirements. Services are offered only in Central Offices (“CO”) with a DSLAM that has been installed, tested, and turned-up. DSL is sold on an “up-to” speed basis. As actual speed will depend on line quality, line length, and other factors increasing resistance on the line, which are not under the control of PAETEC, not all customers may experience the full speed for their package.

Cancellation. Customer agrees to pay a \$100.00 cancellation charge if it cancels DSL service installation less than 48 hours before scheduled installation.

Customer Equipment and Connections. Static IP addresses are required for Customer to host a web, file (FTP) or e-mail (POP3/SMTP) server on its LAN. In the event Customer uses its own router, such router must be **CopperCompatible™** and approved by PAETEC prior to installation of DSL Service.

On-Site Installation. Customer may elect to purchase on-site installation from PAETEC for an additional fee that includes up to 100 feet of inside wiring. Inside wiring beyond the first 100 feet is \$2.00 per foot.

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.

Internet Access. Customer is also solely responsible for all LAN, application and station configuration changes that may be necessary to support any Internet access product, including, but not limited to, any property, personal injury or any delays or Interruptions in Service resulting from such LAN, application and station configuration changes.

Billing Start. Billing for Long Distance and xDSL will start at Service installation. Any outgoing interexchange calls placed by Customer will be subject to applicable usage charges set forth in the applicable Pricing Addendum or Rate Schedule. If there is pricing in the Pricing Addendum or Rate Schedule for long distance services, such pricing is from the applicable Price Lists.

## 2. ACCEPTABLE USE.

**(A) Revocable, Non-portable License.** PAETEC grants Customer a license to use the network IP addresses PAETEC provides Customer during the term of the Agreement. However, network IP addresses provided by PAETEC shall remain at all times the property of PAETEC and shall be non-transferable. Customer has no right to such network IP address upon expiration or termination of this Agreement. Customer agrees that this license is revocable, and is for non-portable network address space. PAETEC may in its sole discretion renumber Network IP addresses as necessary after giving Customer notice.

**(B) Acceptable Use Policy.** Internet access services are subject to the PAETEC Acceptable Use Policy (“AUP”), which is posted at [www.mcleodusa.com/SiteInformation/AcceptableUse.do](http://www.mcleodusa.com/SiteInformation/AcceptableUse.do). Customer agrees that its failure to abide by the AUP can be a material breach of this Agreement. PAETEC may revise the AUP from time to time in its sole discretion without notice. PAETEC’s AUP, including any amendments, will be effective upon posting.

**3. SERVICE SUSPENSION AND MAINTENANCE.** PAETEC may perform scheduled network maintenance during a maintenance window of 12:00 a.m. CST to 6:00 a.m. CST. 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.