

Carrier “B” – Off Net Optical Wave Service Schedule

This Off Net Optical Wave Service Schedule applies to the Optical Wave Services described herein and is 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, “Optical Wave Service” refers to the Off Net Optical Wave 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. Optical Wave Service Description. The Optical Wave Service provided hereunder provides unprotected, concatenated OC-48 wavelengths (“Optical Wave Service”), utilizing dense wavelength division multiplexing (“DWDM”) technology to multiplex OC-48 signals at unique wavelengths, or waves, and then transmits the composite signal over a single fiber. At the receiver, the composite signal is then de-multiplexed and each unique signal is recovered. The Optical Wave Service does not include a timing source. Customer is expected to provide a clocking source for its equipment.

2. Rates and Charges. Rates for the Optical Wave Service will be determined on an individual case basis (“ICB”) and will be set forth on Customer’s Service Order. Non-Recurring Charges may be incurred for Optical Wave Services and are set forth in the Service Order.

3.1. Outage Credits. Customer acknowledges the possibility of an unscheduled period of time during which Optical Wave 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 Optical Wave Service shall be as set forth in Table F.1 below and is credited in a percentage of the monthly recurring charge for the affected Optical Wave circuit.

Table F.1 Outage Credits	
OC-48 and OC-192 Waves	
Length of Outage	Amount of Credit (%)
0-4 hours 59 minutes	0
5 hours – 5 hours 59 minutes	10
6 hours – 6 hours 59 minutes	15
7 hours – 7 hours 59 minutes	20
8 hours – 9 hours 59 minutes	30
10 hours – 10 hours 59 minutes	40
12 hours or more	50

Each Outage of an Optical Wave Service circuit is treated as a discrete event and, subject to the 50% maximum credit per month for a particular circuit, the above specified percentage amount of the credit will be given for each separate Outage. The number of minutes of separate and discrete Outages will not be cumulated to determine the percentage of credit. For example, if a particular circuit has an outage of 45 minutes on one day (entitling Customer to a 10% credit) and an outage of 1 1/2 hours on another day (entitling Customer to a 15% credit), the total credit to Customer would be 25%. In this example, the 45 minutes and 1 1/2 hours will not be added together which would result in a credit of 20%.

3.2. Remedy. THE OUTAGE CREDIT AS SET FORTH IN THIS SECTION 3 SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER IN THE EVENT OF ANY OUTAGE OF AN OPTICAL WAVE SERVICE HEREUNDER AND UNDER NO CIRCUMSTANCES SHALL ANY SUCH OUTAGE BE DEEMED A DEFAULT UNDER THE OFF NET TERMS OR THE AGREEMENT.

3.3. Limitations. Customer shall not receive an Outage Credit if the 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. No Outage Credit shall exceed the Monthly Recurring Charges for the applicable Optical Wave Service. In no event shall Supplier’s liability exceed fifty percent (50%) of the Monthly Recurring Charges, as set forth above.

3.4. 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 Optical Wave Service under this Schedule that meets the following service level objectives 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 SERVICE HEREUNDER. At any time during the term of the Service Order for the Optical Wave Services hereunder, Supplier shall have the capability to monitor and report performance monitoring functions and alarm/status monitoring functions listed as required in the Telcordia GR-253-CORE SONET Transport Systems Common Generic Criteria (Dec. 1997) for Optical Wave Service. The standards by which the Optical Wave Service is measured apply on a one-way basis between the Off Net POPs only and involves the two (2) variables set forth in the subsections below.

(a) **Network Availability.** Network Availability is a measurement of the percent of total time that Optical Wave Service is operative when measured over a 365 consecutive day (8760 hour) period. Network Availability shall be 99.339% measured over a one thousand (1,000) mile Service for a one-year period. Performance (% Error Free Seconds (“EFS”), while available) is noted in EFS, which is a measure of the percentage of total seconds that do not contain bit errors when measured over a period of thirty (30) consecutive days. EFS shall be 99.076% from POP to POP measured over a one-year period. Network Availability will vary with different circuit lengths.

(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 Optical Wave Service hereunder, it is the objective to have the first fiber on a cable cut restored or equipment repaired within an average of four (4) hours. Repair efforts will be undertaken on equipment or fiber when 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 4 only apply for equipment or fiber provided in connection with the Optical Wave Service hereunder on the Off Net network and POPs used to provide the Optical Wave Service hereunder.

5. Implementation Intervals.

(a) The standard service implementation interval for DS_N and OC_N Service provided under this Schedule is set forth below in Table F.2. Other third party Service implementation intervals shall be determined on an individual case basis. Supplier shall make reasonable efforts to provide the Optical Wave Services within such standard service implementation interval.

Table F.2 Implementation Intervals	
Service Type	Standard Interval POP to POP
2.5G (OC48) Waves	60 Business Days
10G (OC192) Waves	ICB business days

(b) With respect to any Optical Wave 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 F.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 F. 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 Optical Wave Service for every day past 's standard service implementation interval, as set forth in Table F.2, that such Service is not turned up. Such credit shall not exceed one (1) month's Monthly Recurring Charge for such Optical Wave Service. If Service is not turned up within thirty-five (35) days of the standard implementation interval for any Optical Wave Services, Customer shall have the right to cancel the order with no penalty for such 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 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 REMEDIES 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 Optical Wave 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 Optical Wave 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 Optical Wave Services 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 F.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 F.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 F.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 F.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 F.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)	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Pre Design or Non Design Impacting	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Post Design or Design Impacting	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Service Order Cancellation (Pending Services)	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Pre Design	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Post Design	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 commercially reasonable efforts to provide Optical Wave Service hereunder to Customer in compliance with the applicable technical specifications set forth above, to the extent a Service Order for such Services 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 Optical Wave Services hereunder and restore such Services to comply with the terms hereof. **THE FOREGOING WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE OPTICAL WAVE SERVICE AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE OUTAGE CREDITS REMEDY PROVIDED TO CUSTOMER AS SET FORTH IN SECTION 3 OF THIS SERVICE SCHEDULE IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO CUSTOMER AND IS IN LIEU OF ALL OTHER REMEDIES, REGARDLESS OF WHETHER THIS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**