

Carrier “C” -- Service Supplement

This Off Net Service Schedule applies to the Off Net Services described herein and is a part of Supplier’s Off Net Terms & Conditions (the “Off Net Terms”) for Carrier C to which this Schedule is attached. As used herein, “Service” refers to the Off Net 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. Service Description. Service provided hereunder includes DS-1, DS-3 and OCn circuits dedicated to Customer’s use between two (2) points specified in a Service Order and accepted by Supplier, and which meet the technical requirements as defined below in Section 4, technical specifications.

2. Charges. Monthly recurring rates and non-recurring charges for Services are as set forth in the Service Order. Pricing is subject to change upon written or electronic notice to Customer. Price changes shall only be effective on a going-forward basis and shall not apply to Service Orders placed by Customer and accepted by Supplier under a Firm Order Confirmation prior to the effective date of the respective price change.

3. Outage Credits. Customer acknowledges the possibility of an unscheduled and/or continuous period of time during which 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 as set forth in the Carrier C Terms and Conditions (“Outage Credit”) upon Supplier’s receipt of Customer’s written request for such Outage Credit. The amount of the Outage Credit for Service is set forth in the Off Net Terms and Conditions.

3.1 Remedy. **THE REMEDIES SET FORTH IN THIS SECTION 3 SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER IN THE EVENT OF ANY OUTAGE AND UNDER NO CIRCUMSTANCES SHALL AN OUTAGE BE DEEMED A DEFAULT UNDER THE OFF NET TERMS.**

4. Technical Specifications—Service Level Objectives. Although Outage Credits are provided in the Carrier C Terms and Conditions, Supplier’s objective is to provide Service that meets the following service level objectives (“SLOs”) 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 OFF NET SERVICE**

(a) Network Availability. Network Availability is a measurement of the average percent of total time that Service is operative when measured in a month. For DSn and OCn level Services provided hereunder, availability shall be measured monthly and shall average 99.99%. Network Availability for Services of a third party provider other than Carrier “C” is established by such third party provider.

(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 Service, network equipment will be repaired within an average of four (4) hours and the first fiber on a cable cut within an average of six (6) hours from the time 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 only apply for equipment or fiber on the Off Net network.

Table A.2 Provisioning Interval Objectives	
Service Type	Standard Interval
DS-1	15 business days
DS-3	20 business days
OCn	ICB

5. Provisioning Interval Objectives.

The standard provisioning interval objectives for DS Services provided under this Schedule are set forth above in Table A.2. Other third party provider Service implementation intervals shall be determined on an individual case basis. Supplier shall make reasonable efforts to provide the Services hereunder within such standard service implementation interval.

6. Early Termination Liability. Fifty percent (50%) of the monthly recurring charge applicable to such terminated Service multiplied by the number of months remaining in the first year of the Term and no charge for month to month extensions.

7. Disclaimer of Warranties. Supplier will use reasonable commercially reasonable efforts to provide the Off Net Services described herein in compliance with the terms hereof and for which a Service Order 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 Off Net Services hereunder and restore such Services to comply with the terms hereof. **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SCHEDULE, NEITHER SUPPLIER NOR ANY THIRD PARTY PROVIDER MAKE ANY WARRANTIES WITH RESPECT TO THE OFF NET SERVICES PROVIDED HEREUNDER, AND SUPPLIER AND ITS THIRD PARTY PROVIDERS EACH EXPRESSLY DISCLAIM ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SUCH OFF NET SERVICES.**