

Carrier “B” – Off Net Dedicated Internet Access Service Schedule

This Off Net Service Schedule for Dedicated Internet Access Service applies to the Off Net Dedicated Internet Access Service described herein and is a part of Supplier’s Off Net Terms & Conditions (the “Off Net Terms”) for Carrier “B” to which this Schedule is attached. As used herein, “Dedicated Internet Access Service” refers to the Off Net Dedicated Internet Access Service described herein, and “circuit” refers to an Off Net circuit. Capitalized terms not otherwise defined herein have the meanings given to such terms in the Off Net Terms.

1.1. Dedicated Internet Access Service Description. Dedicated Internet Access Service provides Customer a dedicated high-speed connection to the Internet. Customer can select from several connectivity options, speeds, and billing methods as outlined in the following sections. Dedicated Internet Access Service only provides access to the Internet. It does not provide Customer with connectivity to other Customer sites that are not connected to the Internet. IP addresses and/or secondary DNS are also available.

1.2. Connectivity and Speeds. Customer may choose from connectivity and port speed options listed in the tables below. Additional options may be available on an individual case basis.

Table N.1 – U.S. Dedicated Internet Connectivity and Speed Options							
Access\Port Speed	DS-1	Ethernet	DS-3	Fast Ethernet	OC-3	OC-12	Gigabit Ethernet
PPP	Yes	NA	Yes	NA	Yes	Yes	NA
Frame	Yes	NA	Yes	NA	Yes	NA	NA
ATM	Yes	NA	Yes	NA	Yes	Yes	NA
SONET	NA	NA	NA	NA	Yes	Yes	NA
ETHERNET	NA	Yes	NA	Yes	NA	NA	Yes

For the purposes of this Schedule, N/A shall mean Not Available.

Table N.1b – London Dedicated Internet Connectivity and Speed Options							
Access\Port Speed	Ethernet	DS-3	E-3	Fast Ethernet	OC-3	OC-12	Gigabit Ethernet
PPP	NA	NA	**NA	NA	Yes	Yes	NA
Frame	NA	NA	**NA	NA	NA	NA	NA
ATM	NA	NA	NA	NA	Yes	NA	NA
SONET	NA	NA	NA	NA	Yes	Yes	NA
ETHERNET	*NA	*NA	NA	*NA	NA	*NA	Yes

For the purposes of this Schedule, N/A shall mean Not Available.

2. Pricing Options. Customer can choose from Flat Rate, Tiered, Burstable, and Peak Usage pricing. The Customer’s Service Order will specify the monthly recurring charge for each.

- a. **Flat Rate Pricing.** A Flat Rate circuit is provisioned as a full circuit giving Customer the ability to use the entire port. The monthly recurring charge is fixed each month and does not change due to usage of the circuit.
- b. **Tiered Pricing.** A Tiered circuit is provisioned as a fractional circuit limiting the amount of traffic Customer can send and receive. Customer subscribes to a pre-defined tier identified on Customer’s Service Order. The monthly recurring charge is fixed each month based on subscribed tier and does not change due to usage of the circuit. Tiered pricing is only available if Customer uses Frame Relay or ATM access methods. Tiered pricing is not available for the London facility.
- c. **Burstable Pricing.** A Burstable circuit is provisioned as a full circuit giving Customer the ability to use the entire port but receive a monthly invoice for a fractional circuit. Customer subscribes to a pre-defined burst range identified on Customer’s Service Order. The monthly recurring charge is fixed each month based on the subscribed burst range. At the end of the month, Supplier reconciles Customer’s port usage to determine if burst charges apply. If Customer’s port usage falls into a range higher than the subscribed burst range, then Customer’s next invoice will reflect a burst charge equal to the difference between the charge associated with the higher burst range and Customer’s subscribed burst range. If Customer’s port usage is lower than the minimum of the subscribed burst range, Customer is invoiced at the subscribed level. When Customer’s port usage falls into a level higher than the subscribed-to burst range for three (3) consecutive months, Supplier will change the Customer subscription to the higher burst range and increase the monthly recurring charge accordingly. Customer’s port usage in a given month shall be the higher of either inbound or outbound traffic measured at the ninety-fifth percentile (95%) (remove top 5% of total traffic readings) based on traffic sampled every two and one-half (2.5) minutes and aggregated in fifteen (15) minute increments, as determined by Supplier.
- d. **Peak Usage Pricing.** A Peak Usage circuit is provisioned as a full circuit giving Customer the ability to use the entire port. If a minimum port usage (Mbps) commitment is identified on Customer’s Service Order, the monthly recurring charge is equal to the usage charge for the commitment level and no static port charge is applied. If no minimum port usage commitment is identified, the monthly recurring charge is a static port charge. At the end of the month, Supplier reconciles Customer’s port usage to determine if usage charges apply. Usage charges are applied to the following month’s invoice based on Customer’s port usage for the preceding month. Usage charges may vary from month to month and are calculated by multiplying the port usage (Mbps) by the usage rate (\$/Mbps). If a minimum port usage commitment is identified, the port usage is equal to the difference between Customer’s port usage and the usage commitment. If Customer’s port usage is less than the minimum port usage commitment, Customer’s monthly recurring charge will not change. Customer’s port usage in a given month shall be the higher of either inbound or outbound traffic measured at the ninety-fifth percentile (95%) (remove top 5% of total traffic readings) based on traffic sampled every two and one-half (2.5) minutes and aggregated in fifteen (15) minute increments, as determined by Supplier.

3. Service Order Term. Each Service Order for Dedicated Internet Access Services provided hereunder shall have its own term, as indicated on such Service Order (“Service Term”). At the end of the Service Term for any Service Order such Service Order shall continue on a month-to-month basis (“Extension Period”) unless either party gives written notice to the other that the circuit(s) described in such Service Order shall be disconnected, such notice to be delivered at least ninety (90) calendar days before the end of the Service Term, or if during the Extension Period, then upon at least sixty (60) calendar days’ written notice. Customer’s charges, as set forth in the Service Order, for Dedicated Internet Access Services provided by Supplier during the Service Term shall continue to apply to such Service on a month-to-month basis for term and pricing conditions throughout any Extension Period.

unless modified pursuant to the terms of the Off Net Terms or the Agreement. Unless Customer is in default, any Service being provided at the time of termination of the Agreement or the Off Net Terms shall continue upon the terms and conditions of the Agreement and the Off Net Terms until the end of the Service Term or any applicable Extension Period as specified in the applicable Service Order or until such Service Order is terminated pursuant to the third sentence of this Section. In the event Customer requests a month-to-month term for any of the Dedicated Internet Access Services described herein, to satisfy requirements for unique events, pricing for such term shall be based on the pricing within each Service Schedule, and the non-recurring charges will be calculated on the standard rate times two (x2).

4.1. Pricing Schedules. Pricing for Dedicated Internet Services shall be reflected in the Customer's Service Order and is subject to change upon written or electronic notice by Supplier to Customer. Price changes shall only be effective on a going-forward basis and shall not apply to Service Orders previously placed by Customer and accepted by Supplier under a Firm Order Confirmation prior to the effective date of the respective price change.

4.2. Non-Recurring Charges. Non-Recurring Charges ("NRCs") may be incurred and charged for Dedicated Internet Access Services on an individual case basis "ICB").

4.3 **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 N.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 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 N.4 below.
 - 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 N.4 below. 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 N.4 below.
 - 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 N.4 below.
 - 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 N.4 below. 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 N.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									
Post Design									
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.									

4.4. Miscellaneous. Customer should be aware that from time to time, third-party charges are levied to Supplier after submission of the original Service Order from Customer. Supplier may be obligated to pass these charges to Customer. Supplier will inform Customer of any such charges before the charges are passed through to Customer. Supplier cannot commit that all charges related to any requested Service will always be on the original Service Order. Supplier will notify Customer as soon as Supplier is aware of any such third party provider charges and in any event, before the charges are passed

through to Customer. If Customer provides written notice that it disputes such third party charges within five (5) calendar days from receipt of Supplier notice of such charges, and subject to Supplier's agreement with the applicable third party provider, Supplier will act on Customer's behalf to dispute charges from any such third party provider which Customer reasonably believes should be disputed. In the event the dispute is resolved in favor of Supplier, Supplier will pass through any remedy received from the third party provider as a result of such dispute resolution. In the event the dispute is resolved in favor of the third party provider, Customer will be responsible for paying such third party charge in its entirety.

5.1. Outage Credits. Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time during which Dedicated Internet Service fails to conform due to an "Outage" (defined as failure to conform to the Network Availability, Latency, and Packet Loss technical specifications outlined in Section 6 below). 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 Dedicated Internet Service shall be an amount equal to 1/30 of the monthly recurring charge for each hour, or portion of an hour, in excess of one (1) hour during any month that the affected Service fails to conform, with a maximum Outage Credit during any one month of one half of a month's total monthly recurring charges for the affected Service.

5.2 Excessive Outage. In the event that Customer experiences two (2) or more Outages on a particular circuit within a thirty (30) calendar day period, with a total combined Outage time of four (4) or more hours ("Excessive Outage"), Customer shall be entitled, in addition to the applicable Outage Credit, if any, to terminate the circuit affected by the Excessive Outage without any termination liability for such Services, provided that Customer is still responsible for any third party charges associated with such termination. In order for Customer to terminate the affected circuit pursuant to this provision, Customer must provide written notification of such termination to Supplier within ten (10) calendar days of the second Outage. If Customer fails to notify Supplier in writing of its intent to terminate the affected circuit within such ten (10) day period, Customer shall be deemed to waive its right to terminate the affected circuit as a result of that specific Outage.

5.3. Remedy. THE REMEDIES SET FORTH IN THIS SECTION 5 SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF CUSTOMER IN THE EVENT OF ANY OUTAGE OR EXCESSIVE OUTAGE REGARDING DEDICATED INTERNET SERVICE PROVIDED HEREUNDER AND UNDER NO CIRCUMSTANCES SHALL AN OUTAGE OR EXCESSIVE OUTAGE BE DEEMED A DEFAULT UNDER THE OFF NET TERMS OR THE AGREEMENT.

5.4. Limitations. Customer shall not receive an Outage Credit, Excessive Outage Credit or the ability to terminate for an Excessive Outage if the Outage or Excessive Outage is: (i) of a cumulative duration of less than one (1) hour during any month; (ii) caused by Customer or others authorized by Customer to use the Services; (iii) due to the failure of power, facilities, equipment, systems or connections not provided by Supplier; (iv) caused by the failure of Local Access Service or other third party provider; (v) the result of scheduled maintenance where Customer has been notified of scheduled maintenance in advance; or (vi) due to a Force Majeure event as defined in the Off Net Terms.

5.5. Invoice Credit. Outage Credits shall be credited on Customer's next monthly invoice for the affected Service.

6. Technical Specifications. Technical Specifications and Connectivity Options For Dedicated Internet Access Service:

a. Network Availability. Network Availability is a measurement of the percent of total time that Service is operative when measured over a 365 consecutive day (8760 hour) period. Availability for Dedicated Internet Access Services provided hereunder shall be 99.999% from POP to POP measured over a one-year period. The Transatlantic route (London Core IP POP to New York Core IP POP) availability for Dedicated Internet Access Service shall be 99.99% measured over a one-year period. Supplier will undertake repair efforts on equipment or fiber when Supplier first becomes aware of it, or when notified by Customer and Customer has released all or part of the Service for testing. The standards by which the Dedicated Internet Services is measured apply on a one-way basis between the Off Net POPs only. THERE IS NO GUARANTEE UNDER THIS SCHEDULE REGARDING THE AVAILABILITY OF LOCAL LOOPS.

b. Mean Time to Restore ("MTTR"). MTTR shall be the average time required to restore service and resume availability 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 Dedicated Internet Access Service provided on the domestic network hereunder, the objective is to repair network equipment within an average of two (2) hours and an objective to have the first fiber on a cable cut restored within an average of six (6) hours. On the Transatlantic route from London Core IP POP to New York Core IP POP, the objective is to repair network equipment in less than two (2) days, an objective to have the first fiber on a land-based cable cut restored in less than six (6) hours, and an objective to have the first fiber on a submarine cable cut restored in less than two (2) weeks. 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 only apply for equipment or fiber on the Off Net network used to provided the Services hereunder.

c. Latency. Latency is measured as the round trip time, averaged over a month (720 hours/month), required for a packet (100 bytes) to travel between Core IP POPs used to provide the Service hereunder (IP Core Access Router to IP Core Access Router). For Services on the Domestic Network, Latency will be less than 55 ms maximum average round trip, not to exceed 100 ms peak between Core IP POPs when averaged over a one month period (720 hours). For Service on the Transatlantic route from London Core IP POP to New York Core IP POP, Latency will be less than 100 ms average round trip. The SLA Latency is the average of mean latency values for IP Core POP City pairs. The Customer will be provided monthly a matrix of Core IP City Pairs and averaged latency times between these pairs. The worst time from this matrix is the peak latency.

d. Packet Loss. Packet Loss is measured as the percentage of 100 byte packets at 5 iterations of 100 trials, averaged over a month (720 hours) lost between Core IP POPs (IP Core Access Router to IP Core Access Router). For Services on the Domestic and Transatlantic Network, Packet Loss will be less than 1% averaged over a month period (720 hours) between IP Core POPs. The Customer will be provided monthly a matrix of Core IP City Pairs and averaged percentages of Packet Loss between these pairs. The SLA Packet Loss is the worst percentage of packet loss from said matrix.

7. Implementation Intervals.

a. The standard service Implementation Interval for DS_N and OC_N service provided hereunder is set forth below in Table N.4. Supplier shall make reasonable efforts to provide the Dedicated Internet Services within the standard service Implementation Interval. **FAILURE OF SUPPLIER TO DELIVER BY SUCH DATE SHALL NOT CONSTITUTE A DEFAULT UNDER THE AGREEMENT, THE OFF NET TERMS OR THIS SCHEDULE, AND NEITHER SUPPLIER NOR ITS THIRD PARTY PROVIDERS SHALL BE LIABLE TO PAY TO CUSTOMER ANY PENALTIES OR DAMAGES FOR FAILURE TO MEET SUCH STANDARD SERVICE IMPLEMENTATION INTERVALS.**

Table N.4 - Implementation Intervals		
Service Type	U.S. - Standard Interval POP to POP	London to New York - Standard Interval
DS-1 and below	20 business days	NA
DS-3	30 business days	ICB
E-3	NA	ICB
OC-3, OC-12	45 business days	ICB
STM-1, STM-4	NA	ICB
10 Ethernet, Fast Ethernet, Gigabit Ethernet	ICB	ICB

b. With respect to any Dedicated Internet Access circuit to be provided hereunder, in the event Supplier fails to turn up Customer's circuit within fifteen (15) calendar days after the completion of the applicable service Implementation Interval, as set forth in Table N.4 above for Services, Customer shall have the option to receive a credit in the amount of 1/30th of the Monthly Recurring Charge for such Dedicated Internet Access circuit for every day that such circuit is not turned up in accordance with this Section. Such credit shall not apply until the Dedicated Internet Access circuit has not been provided by the fifteenth (15th) day after Supplier's applicable service Implementation Interval, as set forth in Table N.4, and shall not exceed one (1) month's Monthly Recurring Charge for such Dedicated Internet Access circuit. If such circuit is not turned up within thirty-five (35) days of the applicable Implementation Interval for any Dedicated Internet Access Service, Customer shall have the right to cancel the affected circuit with no penalty for such terminated Services. Customer will be responsible for any third party cancellation charges 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 a Dedicated Internet Access circuit within the periods set forth in subsection (b) above constitute a default under the Off Net Terms, this Schedule 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 for Supplier's delay in delivering the Dedicated Internet Access Services, as set forth in subsection (b) above, if the delay is caused by Customer, a third party provider other than the Off Net network provider or a Force Majeure event as defined in the Off Net Terms.

8. 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 Service), Monday through Friday, inclusive, that will have a disruptive impact on the continuity or performance level of Customer's Service hereunder. 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 five (5) 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.

9. Warranty. Supplier shall use commercially reasonable efforts to provide the Dedicated Internet Access Service hereunder to Customer in accordance with the applicable Technical Specifications set forth above. Supplier shall use commercially reasonable efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in such Services and restore such Services to comply with the terms hereof. **THE FOREGOING WARRANTY REGARDING THE DEDICATED INTERNET ACCESS SERVICE IS THE SOLE AND EXCLUSIVE WARRANTY OF SUPPLIER AND ITS THIRD PARTY PROVIDER, 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 4 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.**