



PAETEC Point to Point Terms and Conditions Schedule

In addition to the general terms and conditions contained in the Service Agreement between PAETEC and Customer (the “Agreement”), of which this Schedule is a part, Customer agrees that the following terms and conditions apply to the Point to Point Service provided to Customer by PAETEC.

1. **Point to Point Service:** PAETEC’s Point to Point Service (“**Point to Point Service**” or “**Service**”) provides domestic DS-1, DS-3, Optical SONET (OC-n) circuits, optical wavelength circuits and Ethernet Point to Point (EPL) which are specifically dedicated to Customer’s use between two (2) points specified by the parties in a Agreement accepted by PAETEC and meeting the technical requirements described in this Schedule. PAETEC’s Point to Point Service includes circuits where the entire circuit is located solely on PAETEC’s owned and operated network and both end points of such circuit originate or terminate at PAETEC’s Points of Presence (“**POP(s)**”) and Point to Point Services where a portion of the circuit is a type II access or transport circuit.

2. **Industry Standards:**

- 2.1. DS-1 and DS-3 Services are provided in accordance with ANSI Standard T1.102 (formerly AT&T Compatibility Bulletin 119) and Technical Reference 54014 ‘4. DS-1 and DS-3 Services operate at 1.544 and 44.736 Mbps, respectively.
- 2.2. OC-n Services are provided in accordance with ANSI Standard T1.105.0x (physical), T1.416.0x and Telcordia GR253 (optical interface). OC-n Services operate at 155.52 (OC-3), 622.08 (OC-12), 2488.32 (OC-48) and 9953.28 (OC-192) Mbps.
- 2.3. Wavelength Service is provided in accordance with Telcordia GR-2918 and GR-253, where GR-2918 defines the transport mechanism of the DWDM system delivering the wavelength service, and GR-253 defines the payload to be carried by the DWDM system and/or ITU-T Standard G.709.
- 2.4. Protected Services are provided at the equipment level using the automatic protection scheme available with the selected Service and in accordance with industry standards. Optical Protected Services shall be delivered via a four fiber handoff. Optical Unprotected Services shall be delivered via a two fiber handoff as applicable.

3. **Performance Standards:**

3.1. General. The Point to Point Service standards herein apply on a one-way basis between PAETEC’s POPs and exclude nonperformance due to any Force Majeure event, planned interruptions for maintenance purposes, or other reasons set forth below. PAETEC’s Point to Point Services will be provided according to the following performance standards and objectives:

Type Of Service	Unprotected Availability	Protected Availability
DS-1	99%	99.999%
DS-3	99%	99.999%
OC-n	99%	99.999%
Wavelengths	99%	99.999%
EPL	99%	99.999%

3.2. Availability. Availability is a measurement in seconds of the percent of total time that a Service is operative when measured over a calendar month period.

3.3. Severely Errored Seconds (“SES”). An SES is any second in which the Bit Error Rate (“BER”) is worse than 1 x 10⁻⁶.



- 3.4. Service Interruption or Outage. Point to Point Service is considered interrupted or unavailable when there has been a loss of signal, 100% packet loss, or when tests confirm the observation of any ten (10) consecutive SES. These ten (10) consecutive seconds are considered to be part of the unavailable time. The period of unavailable time ends when the BER in each second is better than 10^{-6} for a period of ten (10) consecutive seconds. These ten (10) consecutive seconds are considered to be available time.
4. Outage Credits: In lieu of the terms of the PAETEC Service Level Agreement and unless otherwise stated in any applicable schedule or addendum to the Agreement or for other reasons stated herein, in the case of any Service Outage, Customer's sole remedy shall be to seek in writing within thirty (30) days of the end of the month in which the Service Outage occurred, and PAETEC's sole liability shall be to provide, a credit allowance for the Service Outage in accordance with the following:
- 4.1. No credit shall be allowed for any Service Outage of two (2) hours or less. For Service Outages for Protected Services that are greater than two (2) hours, Customer shall be credited at the rate of ten percent (10%) of the Service Charges (as specified in the Agreement) applicable to the Service which is subject to the Service Outage for each two (2) hour period or major fraction thereof that a Service Outage continues. For Service Outages for PAETEC Fiber Unprotected Services that are greater than eight (8) hours, Customer shall be credited at the rate of ten percent (10%) of the Service Charges (as specified in the Agreement) applicable to the Service which is subject to the Service Outage for each two (2) hour period or major fraction thereof that a Service Outage continues. For Service Outages for Type II Unprotected Services that are greater than sixteen (16) hours, Customer shall be credited at the rate of ten percent (10%) of the Service Charges (as specified in the Agreement) applicable to the Service which is subject to the Service Outage for each two (2) hour period or major fraction thereof that a Service Outage continues. However, the maximum credit allowance for all Service Outages during any thirty (30) day period shall not exceed the Service Charges due PAETEC from Customer for the Service experiencing the Service Outage during such thirty (30) day period. Each Service Outage is to be measured from the time Customer notifies PAETEC that a Service Outage has occurred to the time of restoration of Service, as determined by PAETEC.
- 4.2. No credit allowances shall be made for Service Outages arising from or relating to: (i) any acts or omissions of an entity other than PAETEC, including, but not limited to, Customer, Customer's agents, employees, end users or other service providers connected to PAETEC's Services, system, network, equipment or facilities; (ii) Customer's noncompliance with this Agreement; (iii) any emergency or routine maintenance; (iv) any failure of any Service provided by others (including, without limitation, any non-PAETEC equipment or facilities used in connection with the affected Service); (v) any period in which PAETEC is not given full access to its equipment or facilities for the purpose of investigating and correcting a Service Outage; (vi) any period in which Customer continues to use Service on an impaired basis or releases Service to PAETEC for maintenance or installation purposes; or (vii) any Force Majeure event(s).