



INTEGRATED ACCESS

1. DESCRIPTION. PAETEC Preferred Advantage[®] Integrated Access consists of dedicated digital loop access between the local switching facility and Customer's premise. The Base Package consists of six local voice channels and a minimum 256K (four data channel bandwidth) of High Speed Internet Access. Each voice channel includes the Preferred Advantage[®] Simple Preferred Select at no additional charge that includes local dial tone, unlimited local calling and a main primary directory listing for the service. The base package also includes 20 branded email accounts and five static IP-addresses. Additional voice and data bandwidth, email accounts, and static IP addresses can be added to accommodate Customer needs. Dedicated Internet Service, Metro Frame Relay, and Frame Relay, are available as optional services on the Integrated Access facility.

Service Configuration. Customer must maintain at least one local voice channel and a minimum 256K of High Speed Internet Access for the duration of the Agreement. Customer may have no more than 18 data channels on one transport facility. An additional charge applies to any local voice channel in excess of the first six voice channels. An additional charge applies to each 64 kbps data channel added. Additional voice and data channels may be added in single channel increments. Addition of new channels on an existing facility will not change the term of the Agreement.

Equipment. Service requires installation of certain equipment at Customer's premise. The Integrated Access Device ("IAD") and any other Customer Premises Equipment ("CPE") is provided by PAETEC without charge and remains the property of PAETEC. PAETEC will work with Customer to find a mutually agreeable time, but we have the right to take any action in connection with the equipment at any time for any reason. Customer must take precautions to protect such equipment and will be liable for any damage to the equipment subject to normal wear and tear. Customer may use PAETEC-provided equipment only for Integrated Access service. PAETEC has the unmitigated right to unrestricted access to recover any PAETEC-owned or leased Customer Premises Equipment within 10 days of service termination. If Customer does not provide us unrestricted access to recover the equipment in a timely fashion, Customer agree to immediately pay PAETEC the original cost of the IAD and any other equipment. If a PBX is involved, Customer must arrange to have its PBX vendor on-site during installation of Integrated Access services.

Standard Installation. Customer's voice lines must be clearly labeled on the demarcation block and be no more than 25 feet from the PAETEC demarcation block, which is: (a) the DSx-1 IAD for trunk-side voice; (b) the 66 termination block for line side voice, (c) the 10/100 base T IAD port for High Speed Internet, and/or (d) the v.35 IAD port for any Frame Relay service. Customer is responsible for providing a reasonably accessible grounded 90 to 130 VAC power outlet that meets the power requirements of the IAD and other CPE. Customer must promptly notify PAETEC of any problems with the IAD, and must not voluntarily power down the IAD. PAETEC may assess a service charge to restore service in the event the IAD is subject to a loss of power that Customer could have reasonably prevented. All PAETEC inside wiring work is guaranteed for 60 days from service installation. Customer is responsible for installation and maintenance of all LAN/data related wiring. Customer will be charged a dispatch cancellation fee unless Customer cancel its original order prior to four hours of its scheduled appointment time.

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.

Directory Listings. Customer is solely responsible to inform PAETEC in writing of any change in the directory listing information, including telephone number or address, at least 90 days prior to the local telephone directory issue date.

Call Length. Domestic Outbound 1+ and Inbound Toll Free long distance calls will be billed in six-second increments, excluding Calling Cards and Conference Calling. Mexico Termination, Conference Callings and Calling Card International Origination calls

will be billed in full minute increments. All other outgoing International and Calling Card calls will be billed in six-second increments after the first 30 seconds. All calls will be rounded up to the next highest increment.

Traffic Distribution. The rates for PAETEC Long Distance (“LD”) rates for Preferred AdvantageSM Inter/Intra State Switched Long Distance, Switched Toll Free Service, Dedicated Long Distance and Dedicated Toll Free services are based on a reasonable traffic distribution between minutes originated and terminated to or from an end user customer located in a local exchange in which a Regional Bell Operating Company (“RBOC”) is the incumbent. Customer agrees to use PAETEC long distance services provided under this Agreement for Customer’s own use and will not aggregate long distance traffic from unrelated end users.

2. ACCEPTABLE USE.

(A) **Revocable, Non-portable License.** PAETEC grants Customer a license to use the network IP addresses we provide 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. 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 LEVEL AGREEMENT.

PAETEC Preferred Advantage[®] Integrated Access and PAETEC Preferred Advantage[®] Managed Dedicated Internet Service are backed by the following service level agreement (“SLA”) guarantees.

(A) **Service Delivery Interval for Integrated Access Services.** PAETEC will install service by the Firm Order Commitment date or within 30 calendar days as measured from the date on which Customer has signed an order and submitted all required information to PAETEC to provision services to complete the original order. Calculation of the service installation interval will exclude delays caused by Customer, including but not limited to, Customer Premises Equipment (“CPE”) issues, order supplementation or modification, and limitations on premise access. The Service Delivery Interval guarantee does not include orders delayed beyond the reasonable control of PAETEC such as, but not limited to, modification of the original order by Customer, a third-party act or omission; or the unavailability or failure of facilities or equipment available to serve Customer’s location. If the Service is not installed within the above time frame, Customer will receive a credit of 1/30th of the monthly recurring charge (“MRC”) for the base package and additional channel charges after all applicable discounts for each day over the above time frame. Limits on the credit and the reporting procedures are detailed below.

(B) **Restore Time.** PAETEC guarantees the following average service restoration interval for each circuit measured on a per circuit, per outage occurrence:

DS-1	6 hours
Individual Lines	24 hours

The restoration interval will begin when Customer provides notice to PAETEC of the outage in accordance with outage notification procedures and PAETEC opens a trouble ticket. Customer’s wait time, including but not limited to waiting on customer response, facilities access restrictions, or response delays caused by inaccurate contact information will be subtracted from the restore time calculation. The PAETEC restore guarantee does not include outages found to the result of problems with Customer’s CPE or LAN, scheduled maintenance events, outages or disruptions caused by Customer, interconnections to or from and connectivity with other ISP networks, and force majeure events. For purposes of the SLA, scheduled maintenance events include any maintenance that supports Customer’s network or services, for which (i) Customer is notified at least 48 hours in advance, or (ii) that is performed during a standard maintenance window Monday through Friday from 12:00 a.m. CST to 6:00 a.m. CST. If the restore guarantee is not met on a per outage basis, Customer will receive a credit of 1/30th of the monthly recurring charge (“MRC”) for the base package charges and additional channels after all applicable discounts for each Restore Time occurrence that fails to meet the above criteria. Limits on the credit and the reporting procedures are detailed below.

(C) **Chronic Circuit Outages.** If Customer receives a credit under the Restore Time SLA three times in a 30-day period, PAETEC will have a 15-day repair period after the third incident to remedy the chronic problem. If there are any additional failures within a 15-day observation period after the 15-day repair period then Customer may terminate or disconnect the impacted circuit without incurring early termination fees. Customer must file a claim for early termination in writing within 14 calendar days after the failure in the 15-day observation period.

(D) **Network Availability Guarantee.** The PAETEC Integrated Access Internet Protocol (“IP”) Network, as defined in this section, is guaranteed to be available and capable of forwarding IP packets 99.99% of the time, averaged over a calendar month. The

PAETEC IP Network includes Customer's access port (the port on the PAETEC router upon which the Customer's circuit terminates), and the PAETEC IP backbone network. The PAETEC IP backbone network includes PAETEC-owned or leased and controlled routers and circuits (including any transit connections). The PAETEC Network Availability guarantee does not include outages found to be caused by the Local Access loop, Customer's CPE (router or PBX/Key System) or LAN, scheduled maintenance events, Customer-caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, and force majeure events. If the Network Availability guarantee is not met in a calendar month, Customer will receive a credit of 1/30th of the monthly recurring charge ("MRC") for the base package charges and additional channels. Limits on the credit and the reporting procedures are detailed below.

(E) Latency Guarantee. The PAETEC Integrated Access Internet Protocol (IP) backbone network is guaranteed to have an average round trip packet transit time within the PAETEC IP backbone network of 55 Milliseconds (ms) or less as averaged over a calendar month, measured between PAETEC Core to Core Network Nodes. PAETEC maintained and operated ICMP message generators and associated tools will be used to record Core-to-Core Network Latency. The PAETEC Latency Guarantee does not include the Local Access loop, Customer's CPE or LAN, scheduled maintenance events, Customer-caused outages or disruptions, interconnections to or from and connectivity with other ISP networks, and force majeure events. PAETEC will total the results of each ICMP message response, excluding any failures due to Maintenance, and divide by the message count to produce an Average Core to Core Network Latency. If the Latency Guarantee is not met in a calendar month, Customer will receive a credit of 1/30th of the monthly recurring charge ("MRC") for the base package charges and additional channels. Limits on the credit and the reporting procedures are detailed below.

4. SLA CREDITS. Total credits under the Service Level Agreement ("SLA") are limited to, unless otherwise required by law, the monthly recurring charge for the affected service for the month in which the service does not meet the guarantees. The service credits provided under SLAs are Customer's sole remedy unless otherwise required by law when PAETEC fails to meet a SLA. Customer must make a Performance Claim in writing no more than 14 days after the end of the outage event for which Customer claims that PAETEC failed to meet an SLA, or Customer waives its right to make a Performance Claim for that period. For purpose of the SLA, a "Performance Claim" is a written notice sent to the designated representative of PAETEC advising of the perceived violation of the SLA. Only one SLA parameter violation may be claimed per event. Customer must be in good standing with PAETEC with regard to account receivables in order to submit a performance claim.

5. E911. This service requires use of electronic equipment provided by the customer, PAETEC or both. Temporary loss of E911 dialing could occur as result of a power outage, equipment or circuit failure, or use of telephone numbers that are not local to Customer's calling area.

6. CIRCUIT INSTALLATION SCHEDULE AND CHARGES. PAETEC will attempt to schedule circuit-based service installation in accordance with Customer's availability. However, if PAETEC, using commercially reasonable efforts, is unsuccessful in coordinating service installation with Customer's availability, PAETEC may unilaterally establish a "Scheduled Installation Date" for any circuit-based service that shall be no more than 60 days after Customer signs their Agreement. Customer agrees to pay PAETEC a nonrecurring circuit charge to connect service according to the following installation terms:

Schedule of Hours:

Standard Hours: hours during a normal business day between 8:00 a.m. CST and 5:00 p.m. CST, Monday through Friday.

Overtime Hours: hours outside of a normal business day (Monday through Friday) and on Saturdays.

Premium Hours: Sundays and/or holidays (PAETEC holidays observed are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, the day before Christmas and the day after Christmas).

Charges:

Customer acknowledges and agrees that the following nonrecurring charges are in addition to any other scheduled charge that would normally apply:

Overtime Service Installation Connection charge (per service connection) – \$175.00 for work performed during *Overtime Hours* (Monday through Friday between 5:00 p.m. CST and 8:00 a.m. CST and on Saturdays).

Premium Service Installation Connection charge (per service connection) - \$240.00 for work performed during *Premium Hours* (work performed on Sundays and/or PAETEC holidays observed).

Extraordinary Circumstances Charge:

Customer acknowledges and agrees to pay PAETEC an Extraordinary Circumstances Charge (in addition to any other scheduled charge that would apply) at the rate of \$80.00 per hour per PAETEC employee or contracted agent if the installation is reasonably deemed by PAETEC to require extraordinary additional labor or at an extraordinary cost. PAETEC will notify Customer that the Extraordinary Circumstances Charge will apply. Such charges will apply in full hourly increments rounded to the nearest full hour.

7. CALL ATTEMPT THRESHOLD. Network Load will constitute the rate that PAETEC will accept call attempts from Customer. Peak hours are from 9:00 a.m. CST to 4:00 p.m. CST in the PAETEC serving switch (switch). Customer agrees to generate a maximum of 600 call attempts per DS-1 circuit per a 60-minute period during peak hours and a maximum of 1,800 call attempts per DS-1 circuit per 60-minute period during off-peak hours. If Customer wishes to increase the transmit rate up to a maximum of 1,000 call attempts per DS-1 per 60-minute period during peak hours and 3,000 call attempts per hour during off-peak hours, Customer agrees to pay a backhaul charge on all associated circuits for costs incurred by PAETEC to establish capacity in additional switches on the PAETEC network.

In the event that Customer violates this section, Customer agrees to pay PAETEC an Overload Charge (OC). The OC will be determined by calculating the number of call attempts on each circuit during any 60-minute period. If the Customer exceeds the selected option, Customer agrees to pay \$0.10 per call attempt for all call attempts on all circuits occurring within the measured 60-minute period in addition to the "per minute" rate. Each violation of the call attempts per DS-1 circuit per 60-minute period threshold constitutes the calculation of a new OC. PAETEC damages are difficult or impossible to determine. The OC provided in this Amendment constitutes liquidated damages and is not intended as a penalty.

If Customer causes an OC three times within any 30-day period, or if the customer causes PAETEC to inhibit traffic on trunks three times in a 30-day period, this constitutes a breach of the Agreement by the Customer, and PAETEC may elect to immediately disconnect all service to the Customer without incurring any liability. IN NO EVENT SHALL PAETEC BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS, AND LOSS OF PROFIT OR GOODWILL.

In the event Customer violates this section by attempting to transmit over the selected call attempts per DS-1 circuit per a 60-minute period, Customer agrees that PAETEC may elect to reduce the Customer's current circuit availability without incurring any liability. IN NO EVENT SHALL PAETEC BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS, AND LOSS OF PROFIT OR GOODWILL.

If PAETEC experiences overload of network in the process of providing service, we reserve the right to inhibit DS-1 circuits until the calls can be rerouted.

8. SERVICE SUSPENSION AND MAINTENANCE. PAETEC may perform scheduled network maintenance as stated in Section 3(B). 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.