



## DEDICATED INTERNET AND MANAGED DEDICATED INTERNET SERVICES

**1. DESCRIPTION - Managed Dedicated Internet Services.** PAETEC Preferred Advantage<sup>®</sup> Managed Dedicated Internet Services provides Customer with Customer Premises Equipment (“CPE”) and dedicated fractional, full, and bonded T-1 (128k-6.0 mbps) Internet service within PAETEC’s 25-state footprint via the PAETEC IP backbone. Customer CPE options include Standard (Adtran<sup>®</sup>) or Premium (Cisco<sup>®</sup>). Standard features include a variety of port speeds, multiple peering and transit points to Tier 1 backbones and a 24/7 Network Operations Center.

Customer Premises Equipment. Managed Service requires installation of certain equipment at Customer’s premise. Customer Premises Equipment (“CPE”) provided by PAETEC remains the property of PAETEC. CPE may only be installed, opened and maintained by an authorized PAETEC representative. 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 PAETEC Managed Service. PAETEC has the unmitigated right to unrestricted access to recover any PAETEC-owned or leased CPE within ten days of service termination. If Customer does not provide PAETEC unrestricted access to recover the property in a timely fashion, Customer agrees to immediately pay PAETEC the original cost of the CPE. If a PBX is involved, Customer must arrange to have its PBX vendor on-site during installation of service.

Standard Installation. The PAETEC demarcation for Managed Services Internet is the 10/100 base T Router port for Dedicated Internet. Customer is responsible for providing a reasonably accessible grounded 90 to 130 VAC power outlet that will meet the power requirements of the PAETEC provider router and other CPE. Customer must promptly notify PAETEC of any problems with router, and must not voluntarily power down the router. PAETEC may assess a service charge to restore service in the event the router 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 it cancels its original order within four hours of placing the order.

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 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.

**2. DESCRIPTION - Dedicated Internet.** PAETEC Preferred Advantage<sup>®</sup> Dedicated Internet Service (“Service”) provides a dedicated fractional and full T-1 (128k-1.544mbps), bonded T-1 (3-12 mbps), and fractional and full DS-3 (3-45mbps) Internet service where PAETEC facilities permit. Standard features include multiple peering and transit points to Tier 1 backbones, and a 24/7 Network Operations Center.

### 3. 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](http://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.

**4. SERVICE LEVEL AGREEMENT.** PAETEC Dedicated Internet Service and Managed Services are backed by the following service level agreement ("SLA") guarantees.

**(A) Service Delivery Interval for DS-1 Based 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 Delivery Interval guarantee is not met, Customer will receive a credit of 1/30<sup>th</sup> of the impacted port and local loop's monthly recurring charge ("MRC") per day over the stated interval. Limits on the credit and the reporting procedures are detailed below.

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

**Managed Dedicated Internet:**  
**DS-1            6 hours**

**Dedicated Internet:**  
**DS-1            4 hours**  
**DS-3            2 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. Your 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 CPE or LAN equipment owned by Customer, 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 1/30<sup>th</sup> of the port and local loop monthly recurring charge ("MRC") per day over stated restore time. 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 Internet service is guaranteed to be available and capable of passing Customer's traffic 99.99% of the time, averaged over a calendar month. The PAETEC Network Availability guarantee does not include the outages found to be caused by CPE (router or switch) or Local Area Network (LAN) owned by Customer, 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 1/30<sup>th</sup> of the monthly recurring charges ("MRC") for that impacted port and local loop per day that stated availability is not met. Limits on the credit and the reporting procedures are detailed below.

**(E) Latency Guarantee.** Dedicated Internet: The PAETEC Internet service is guaranteed to have an average round trip 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 for Dedicated Internet does not include the local access circuit (e.g., local loop), CPE or LAN owned by Customer, scheduled maintenance events, outages or disruptions caused by the Customer, 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 1/30<sup>th</sup> of the monthly recurring charges ("MRC") per impacted port and local loop for that month per day that stated Latency Guarantee is not met. Limits on the credit and the reporting procedures are detailed below.

**(F) Managed Services.** The PAETEC Managed Dedicated Internet service is guaranteed to have an average round trip transit time within the PAETEC IP backbone network of 65 Milliseconds (ms) or less as averaged over a calendar month, measured between the PAETEC managed router at the customer premises to the PAETEC Internet peering point. The PAETEC Latency Guarantee for Managed Dedicated Internet does not include LAN CPE owned by Customer, scheduled maintenance events, outages or disruptions caused by the Customer, 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 1/30<sup>th</sup> of the monthly recurring charges (“MRC”) per impacted port and local loop for that month per day that stated Latency Guarantee is not met. Limits on the credit and the reporting procedures are detailed below.

**5. 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.

**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. SERVICE SUSPENSION AND MAINTENANCE.** PAETEC may perform scheduled network maintenance as stated in Section 4(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.