



Frame Relay Service Terms and Conditions

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 Frame Relay Service provided to Customer by PAETEC.

1) Service To Be Provided.

(A) "Frame Relay Service" consists of protocol processing, network management and provision of port connections and permanent virtual circuits ("PVCs") based upon committed information rates ("CIRs"). The port connection speed defines the maximum throughput into and out of the port connection at any time. PAETEC offers the following Frame Relay Services in the port connection speeds noted:

- (i) "Standard Frame Relay Service" is available in the following eight (8) port connection speeds: 56/64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps, 1.024 Mbps and 1.536 Mbps.
- (ii) "High Speed Frame Relay Service with NxDS1 local access" is available in the following three (3) port connection speeds: 3.072 Mbps, 4.608 Mbps and 6.144 Mbps.
- (iii) "High Speed Frame Relay Service with DS-3 local access" is available in the following port connection speed: 6.144 Mbps.
- (iv) "Metro** Frame Relay Service" is available in the following eight (8) port connection speeds: 56/64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps, 1.024 Mbps and 1.536 Mbps.
- (v) "Metro** High Speed Frame Relay Service with NxDS1 local access" is available in the following three (3) port connection speeds: 3.072 Mbps, 4.608 Mbps and 6.144 Mbps.
- (vi) "Metro** High Speed Frame Relay Service with DS3 local access" is available in the following port connection speed: 6.144 Mbps.

** NOTE: Metro Frame Relay Service is only available in locations served by a PAETEC POP in a Tier A city (i.e., without "backhaul") ("Metro Network Node") and the port must connect only Metro Frame Relay Service PVCs. If a Standard PVC is added to an existing Metro Frame Relay Port, the charges will revert to the Standard Frame Relay Service charges for the same port size.

(B) The CIR that is assigned to a PVC cannot exceed the speed of either the originating or terminating port connection. Frame Relay Service configurations for each Network Node shall be described on PAETEC's Service Orders in effect from time to time.

- (i) With respect to Domestic Standard Frame Relay Service, High Speed Frame Relay Service with NxDS1 local access and High Speed Frame Relay Service with DS-3 local access Frame Relay Service (i.e., from a port connection within the 48 contiguous United States to a port connection with the 48 contiguous United States), PAETEC offers the following PVC CIRs: 16 Kbps, 32 Kbps, 48 Kbps, 64 Kbps and any increment of 64 Kbps up to 1.536 Mbps [note: with respect to 56 Kbps port connections; 56 Kbps is the maximum CIR that may be assigned to a PVC].

(ii) With respect to Metro Frame Relay Service, Metro High Speed Frame Relay Service with NxDS1 local access and Metro High Speed Frame Relay Service with DS-3 access Frame Relay Service, PAETEC offers the following PVC CIRs: 16 Kbps, 32 Kbps, 48 Kbps, 64 Kbps and any increment of 64 Kbps up to 1.536 Mbps. [note: To qualify as a Metro Frame Relay PVC, both end points of the PVC must be located within the same LATA. Further Metro Frame Relay Service is only offered in LATAs in which a Tier A City is located.]

(C) PAETEC will install and operate Frame Relay Service over transmission facilities provided by PAETEC or third parties. Termination points in cities within the 48 contiguous United States (“Domestic Network Nodes”) will each be comprised of a port connection and the associated PVCs which provide the logical connectivity between the port connections. PAETEC agrees to provide Frame Relay Service subject to availability as determined solely by PAETEC.

(D) Upon Customer’s request, and subject to availability, PAETEC will for an additional fee provide provisioning and the initial testing of an interconnection between Frame Relay Service by PAETEC or a third party, and Customer’s end-user designated termination point and/or service (“Local Access Service”). Recurring and non-recurring charges for Local Access Service, including PAETEC’s local access coordination fee, shall be established upon PAETEC’s acceptance of each Service Order. PAETEC shall be responsible for the ordering, installing, provisioning, testing and maintenance of all Local Access Services; provided, however, Customer may notify PAETEC that it will be responsible for such Local Access Services. Any third party charges, including but not limited to charges from local access providers, incurred by or charged to PAETEC in connection with the provision of Frame Relay Service shall be paid by Customer.

(E) “Ancillary Services” are those one-time Service Order administrative and non-administrative requests or changes ordered by Customer, including but not limited to, expediting and cancellation prior to the end of the Service Order Term (as defined below). Recurring and non-recurring charges for Ancillary Services shall be established by PAETEC upon PAETEC’s acceptance of each Service Order.

2) Charges for Frame Relay Service. Customer agrees to pay PAETEC for the Frame Relay Services according to the rates set forth in the Rate Schedule to the Agreement.

3) Service Level Guarantees. This section sets forth Service Level Guarantees (“SLGs”) for Customer’s Domestic Frame Relay service.

(A) Definitions. For purposes of this section 3 of this Attachment, the following definitions will apply:

(i) “Network Availability” is the total number of minutes in a billing month during which network PVC routes and associated ports are available to exchange data between two network infrastructure node end points, divided by the total number of minutes in a billing month.

$$\frac{\text{Total minutes of PVC unavailability per billing month} + 30 \text{ minutes}}{\text{Total number of PVCs} \times \text{number of days per billing month} \times 24\text{hrs} \times 60 \text{ minutes}}$$

PVC origination and termination determine the guarantee. PVC unavailability is the sum of PVC downtime of all affected PVCs during that billing period; total number of PVCs is the number of Customer PVCs on the specified Network ID at the time of the SLG verification.

“Core Network Availability” is the availability of a specific PVC route including the PAETEC Frame Relay network infrastructure ingress port to infrastructure egress port, excluding Customer Premises Equipment (CPE) and local access lines.

(ii) “Network Outage” is an unscheduled period in which FRAME RELAY Service is interrupted and not usable, measured by UAS (Unavailable Seconds) as defined in American National Standards Institute (ANSI) T.231. The Customer must open a Trouble Ticket in order to qualify for SLG

credits described herein. A Network Outage will commence when the Customer reports a Network Outage to PAETEC via a Trouble Ticket and will end when the affected FRAME RELAY Service is restored. If the Customer fails to initiate a Trouble Ticket with PAETEC, or does not release the circuit to PAETEC, PAETEC will not be obligated to issue credits for the Network Outage.

(iii) “Trouble Ticket” is the official method used by the Customer to advise PAETEC of a potential Network Outage.

(B) SERVICE LEVEL GUARANTEES. PAETEC offers “Core Network Availability” SLG as further described below. The SLG offered hereunder is available only with respect to (i) Domestic Frame Relay (including High Speed access types), (ii) Domestic Metro Frame Relay (including High Speed access types).

Service Level Guarantee	Domestic Performance Standard
Core Network Availability	100%

(C) CREDITS.

(i) In order to receive a credit based on a SLG, the Customer must (a) immediately report a Network Outage to the PAETEC Network Operations Center or assigned Customer Service Center and open a Trouble Ticket, and (b) make a request for a SLG credit in writing no later than ten (10) days following the restoration of the Network Outage in question. Upon receipt of Customer’s request, PAETEC will investigate the claim and determine SLG compliance or non-compliance. PAETEC will utilize the previous month’s data if available or monitor the SLGs in the following month.

When contacting PAETEC for SLG verification, Customer must have a log for the billing month reflecting the following information concerning each Network Outage:

- a. Ticket ID Number
- b. Date and time Trouble Ticket was opened and Service restored
- c. Circuit/PVC ID (s) for the corresponding Service Outage
- d. Number of impacted PVCs

(ii) An interruption period begins when Customer reports a service, facility or circuit to be interrupted through the opening of a trouble ticket and makes it available for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If Customer reports a service, facility, or circuit to inoperative but declines to make it available for testing and repair, it is considered to be impaired, but not interrupted.

(iii) The non-compliance credit structure is based on monthly billing calculations. For any billing month in which PAETEC fails to meet the SLG described herein, the following credit structure will be applied to the net Monthly Recurring Charges (MRC) across Customer’s domestic port(s) and PVC affected by the Network Outage(s). Credits do not apply to local access or backhaul charges.

Month of SLG Non-compliance (consecutive)	Frame relay Credit Structure* (% of affected Port & PVC MRC)
1 st	25%
2 nd	50%

3 rd month and each consecutive month thereafter	100%
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Credits requested in accordance with the provisions of Section 3(C) hereof that are deemed valid will be applied by PAETEC on Customer's invoice within two billing cycles of PAETEC's determination that the credit is due and owing.

PAETEC will only issue a credit for one performance standard on the same port and PVC within the same month. When PAETEC meets the performance standard not met in the previous month(s), application of the credit structure will be reset. The credits set forth herein shall be Customer's sole remedy in the event of any Network Outage or service quality failure. IN NO EVENT SHALL PAETEC'S LIABILITY HEREUNDER FOR EACH PORT AND PVC EXCEED THE TOTAL MONTHLY RECURRING CHARGES FOR SUCH PORT AND PVC IN ANY MONTH IN WHICH A CREDIT IS DUE.

D) OTHER TERMS AND CONDITIONS APPLICABLE TO SLG.

- i) Network Outages caused by force majeure events as defined in the Agreement are not eligible for credits hereunder and are not included in determining if PAETEC has met the appropriate performance standards. Credits also are not available for any outage during a period of scheduled maintenance.
- ii) Any equipment over which the customer exercises control, such as CPE, are excluded from SLGs.
- iii) Major network failures affecting the entire PAETEC will be handled on an individual case basis as determined by PAETEC. Any resolution will be applied in a non-discriminatory manner.
- iv) Degradation of Service, such as slow data transmission, is not considered in the monthly SLG calculations. Customer's Service must experience a Network Outage to be included in the monthly calculations.
- v) In the event PAETEC fails to comply with multiple SLGs in a given monthly period, Customer will only receive a credit for one SLG for such month.