



**PRIVATE LINE SERVICE ADDENDUM
to the
Carrier Account Master Service Agreement**

THIS PRIVATE LINE SERVICE ADDENDUM (“Addendum”) shall be attached to and become a part of the Carrier Account Master Service Agreement (“Agreement”) by and between Electric Lightwave, LLC (“ELI”) and INSERT CUSTOMER'S LEGAL NAME (“Customer”).

1. SCOPE OF THE ADDENDUM

This Addendum, including all attachments hereto, sets forth the terms and conditions under which ELI agrees to provide to Customer and Customer agrees to procure from ELI certain Private Line Service to be defined herein (“Services”).

2. DESCRIPTION OF ON-NET SERVICES

2.1 ELI offers the following types of Transport Services:

2.1.1 Services. Services include DS1s, DS3s, OC3s, OC12s, OC48s as well as 10 Mbps Ethernet, Fast Ethernet, and Gigabit Ethernet. Services are available between Customer-designated locations, including two Customer end locations, between an ELI hub and a Customer premise, or between two ELI hubs. Each Service is billed on a fixed monthly basis. The entire usable bandwidth for each Service is available to Customer for its exclusive use, twenty-four hours a day, seven days a week.

2.1.2 Dedicated SONET Systems. A dedicated SONET system is a physically diverse synchronous optical network (“SONET”) ring built for the exclusive use of Customer. Customer equips the system by purchasing ports. All capacity on the dedicated system is for the exclusive use of the Customer. Each ring has a minimum of two nodes. This Service is available only in ELI Metropolitan Access Networks (MAN).

2.2 DS-1 Service. DS-1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Binary 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe Formats (ESF). DS-1 Service has the equivalent capacity of 24 Voice Grade (VG) Services. AMI can support 24 each 56 Kbps channels and B8ZS can support 24 each 64 Kbps channels.

2.3 DS-3 Service. DS-3 Service is a dedicated, high capacity, full duplex channel with a line speed of 44,736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). DS-3 Service has the equivalent capacity of 28 DS-1 Services at 1.544 Mbps or 672 Voice Grade (VG) Services.

2.4 OC-3 Service. OC-3 Service is a dedicated, high capacity, full duplex channel with a line speed of 155.52 Mbps synchronous serial data. OC-3 Service has the equivalent capacity of 3 DS-3 Services, 84 DS-1 Services, or 2,016 VG Services.

2.5 OC-12 Service. OC-12 Service is a dedicated, high capacity, full duplex channel with a line speed of 622.08 Mbps synchronous serial data. OC-12 Service has the equivalent capacity of 4 OC-3 Services, 12 DS-3 Services, 336 DS-1 Services, or 8,064 VG Services.

- 2.6 OC-48 Service. OC-48 Service is a dedicated, high capacity, full duplex channel with a line speed of 2,488 Mbps synchronous serial data. OC-48 Service has the equivalent capacity of 4 OC- 12 Services, 16 OC-3 Services, 48 DS-3 Services, 1,344 DS-1 Services, or 32,256 VG Services.
- 2.7 OC-192 Service. OC-192 Service is a dedicated, high capacity, full duplex channel with a line speed of 9,953 Mbps synchronous serial data. OC-192 Service has the equivalent capacity of 4 OC- 48 Services, 16 OC-12 Services, 48 OC-3 Services, 5,376 DS-1 Services, or 129,024 VG Services.
- 2.8 Gigabit Ethernet Service. Gigabit Ethernet Service is a dedicated, high capacity, full duplex channel of asynchronous serial data. The point-to-point Gigabit Ethernet Service supports bandwidths between 100 Mbps and 1000 Mbps. This Service is protocol agnostic, for Layer 3 and above, and is transparent to Layer 2 Ethernet control protocols.
- 2.9 Fast Ethernet Service. Fast Ethernet Service is a dedicated, high capacity, full duplex channel of asynchronous serial data. The point-to-point Fast Ethernet Service supports bandwidths up to 100 Mbps. This Service is protocol agnostic, for Layer 3 and above, and is also transparent to Layer 2 Ethernet control protocols.
- 2.10 Optical Wavelength Service. Optical Wavelength Service is a dedicated, linear routed, unprotected, point-to-point transport service. The service provides transparency for customer's network management purposes, diversity may be offered at the customer's request, and is subject to availability.

3. **RATES AND CHARGES**

The rates and charges applicable to Private Line Services will be outlined in each Sales Order for such Services.

4. **ORDERING PROCEDURES FOR ON-NET SERVICES**

- 4.1 Building Lists. ELI will provide a building list, including LEC CO's and IXC POPs, to Customer's Access Management group on a quarterly basis. Building lists will include buildings that are considered on the ELI's network (On-Net). Building list information will include street addresses, names of buildings, city and state, end office CLLI and NPA/NXX. ELI will provide information to Customer in a mutually agreeable format.
- 4.2 Service Orders. If an electronic format is available to transmit Service Orders from Customer to ELI, this format will be used. If an electronic format is utilized, ELI will follow any OBF standards for use thereof. If an electronic format cannot be utilized, Customer will transmit Service Orders to ELI via facsimile. Facsimile information will be provided to Customer and updated as needed. In the event Customer submits a Service Order that is inconsistent with any of the terms of ELI's Service Order or this Agreement, then the Service Order will be treated as a counteroffer and will be binding only if accepted by ELI.
- 4.3 Contacts and Escalation. ELI will provide a complete list of contacts for the On-Net Service provided to Customer. In addition, ELI will provide an escalation list to Customer for purposes of escalation to ELI's NCAM and/or escalation up to the vice-president of carrier sales.
- 4.4 Service Order Intervals.
- 4.4.1 Service Order Issuance – ELI will acknowledge receipt and request any corrections or clarifications by the end of the next business day following receipt of a Service Order. All intervals are measured from ELI's receipt of a complete and accurate Service Order.
- 4.4.2 Firm Order Commitment ("FOC") - ELI will provide an FOC to Customer within eight (8) business days of receipt of a complete and accurate Service Order for On-Net Service. If the

Services ordered are Off-Net, ELI will provide an FOC within two (2) business days from the date ELI receives the Off-Net provider's FOC or pending order commitment ("POC"). The FOC to Customer will provide any applicable Service intervals as well as a committed installation date ("FOC Date").

- 4.4.3 Design Layout Report ("DLR") - ELI will provide DLR information within eight (8) business days of receipt of a Service Order for Service on ELI's network. If the Services ordered are Off-Net, then ELI will provide DLR information within four (4) business days from the date ELI receives the Off-Net provider's DLR.

4.5. Standard Installation Intervals

- 4.5.1 DS-1 and DS-3. The target installation interval for all DS-3 or DS-1 On-Net Services will be seven (7) business days from issuance of FOC. It is understood between Customer and ELI that ELI will attempt to provide Service on an individual case basis based on the requirements and expectations of the Customer. If a shorter installation interval is required that is less than the standard installation, ELI will make reasonable efforts to meet the Requested Service Date, and if ELI cannot meet Requested Service Date, then ELI will make reasonable efforts to negotiate the earliest possible installation date.
- 4.5.2 OC-3, OC-12, 10 Mbps Ethernet, Fast Ethernet, and Gigabit Ethernet. The target installation interval for all OC-3, OC-12, 10 Mbps Ethernet, Fast Ethernet, and Gigabit Ethernet On-Net Services will be sixty (60) business days from issuance of FOC.
- 4.5.3 OC48 Services and Dedicated Systems and Wavelength Services. The target installation interval for all On-Net OC48 Services, dedicated systems, Wavelength Services and Services requiring a build will be agreed upon by the parties on an individual case basis.
- 4.5.4 Off-Net Services. Off-Net Service terms and conditions, including intervals, FOC, and DLR will be negotiated on an individual case basis dependent upon the standard intervals from the LECs (Local Exchange Carriers) or other utilized provider(s) for a particular city.
- 4.5.5 Expedite Fees. ELI will consider all requests for expedited Services on an individual case basis, and each Service expedited at the request of Customer will incur a one-time fee of no less than \$250.00. The one-time fee for expedited Service may be more, depending on circumstances.

4.6. Service to Off-Net Locations

- 4.6.1 Customer will submit to ELI a Request for Quotation ("RFQ") specifying the Service requested, quantity of Services, the location to be served, the Point of Termination, the Requested Service Date, the Service term, and other information specific to the applicable RFQ. In the event Customer desires Service to Off-Net locations, ELI will use commercially reasonable efforts to procure such Off-Net Services that are comparable in terms of installation, maintenance and repair to the Service provided by the Off-Net provider to ELI itself, provided however, that under no circumstances shall ELI be responsible for the installation, maintenance, repair or testing of the portion of Off-Net Services provided by the Off-Net provider. ELI shall act as a liaison between Customer and the Off-Net provider with respect to such Off-Net Services, and shall, upon instructions from Customer, inform such Off-Net provider of any trouble or Service Level Failure with respect to the Off-Net Services. In the event such trouble or Service Level Failure is not cured by the Off-Net provider, ELI hereby agrees to exercise its available rights and remedies under the third party vendor's agreement or tariffs.
- 4.6.2 ELI will, within three (3) business days of receipt of an RFQ, notify the Customer verbally as to whether (i) the requested Service is available at the Off-Net location; and (ii) ELI will provide a quotation for the requested Service. If ELI has determined the requested Service is available and that it will provide a quotation, ELI will, within seven (7) business days of receipt of an RFQ,

submit to Customer a written quotation specifying: the type of Service; quantity of Services; location to be served; Point of Termination, the Requested Service Date; the applicable non-recurring charge; the applicable monthly recurring charge; the Service term.

- 4.6.3 If ELI has submitted a quotation under Subparagraph (ii), above, Customer may order the applicable Service from ELI by tendering to ELI a Service Order with a copy of the ELI's written quotation attached. Upon acceptance of the Service Order by ELI, it will form a part of this Agreement, subject to all terms and conditions herein.
- 4.6.4 In the event the Service Order is inconsistent with any of the terms of ELI's written quotation provided under Section 4.6.2(ii), above, then the Service Order will be treated as a counteroffer and will be binding only if accepted by ELI.
- 4.6.5 ELI is not responsible for the installation, maintenance, repair or testing of the portion of Off-Net Services provided by another local access provider. ELI will use commercially reasonable efforts to procure Off-Net Services for Customer that are comparable in terms of installation, maintenance and repair to the Service provided by the same third party vendor to ELI itself.
- 4.6.6 10 Mbps Ethernet, Fast Ethernet and Gigabit Ethernet are available to ELI On-net buildings only, although ELI may discuss Off-Net locations on an individual case basis.

5. INTERFACE REQUIREMENTS

- 5.1 DS-1 Interface Requirements. The interface at Network Interface and Local Loop Interface will be at DSX-1 cross connect. Customer must specify signal and frame format when ordering Service.
- 5.2 DS-3 Interface Requirements. The interface at Network Interface and Local Loop Interface will be at DSX-3 cross connect located in the Customer DSX-3.
- 5.3 OC-3 Interface Requirements. The interface at Network Interface and Local Loop Interface will be at the ELI demarcation point in the ELI Point of Termination.
- 5.4 OC-12 Interface Requirements. The interface at Network Interface and Local Loop Interface will be at the ELI demarcation point in the ELI Point of Termination.
- 5.5 OC-48 Interface Requirements. The interface at Network Interface and Local Loop Interface will be at the ELI demarcation point in the ELI Point of Termination.
- 2.10 OC-192 Service. OC-192 Service is a dedicated, high capacity, full duplex channel with a line speed of 9,953 Mbps synchronous serial data. OC-192 Service has the equivalent capacity of 4 OC- 48 Services, 16 OC-12 Services, 48 OC-3 Services, 5,376 DS-1 Services, or 129,024 VG Services.
- 5.6 Fast Ethernet. The interface at Network Interface and Local Loop Interface will be at the ELI demarcation point in the ELI Point of Termination.
- 5.7 Gigabit Ethernet Requirements. The interface and local loop interface will be at the ELI demarcation point in the ELI Point of Termination. Customer must specify (1000 BASE SX) 850 nm multimode 62.5 μfiber, 850 nm multimode 50 μfiber, or (1000 BASE LX) 1310 nm single mode fiber.
- 5.8 Wavelength Service Interface Requirements. The interface at Network Interface and Local Loop Interface will be at the ELI demarcation point in the ELI Point of Termination.

6. TRANSMISSION PERFORMANCE OBJECTIVES.

6.1 Network Availability Objective. All On-Net Services that are ordered and provided over redundant paths will be available to Customer 99.99% of the available time each month.

6.2 On-Net DS-n/OC-n Services. The following performance objectives apply to On-Net DS-n and OC-n Services.

- 6.2.1 Bit Error Ratio.
- DS-1 - runs at 10^{-6}
Alarm sounds at 10^{-4}
 - DS-3 - runs at 10^{-7}
Alarm sounds at 10^{-5}
 - OC-3 - runs at 10^{-9}
Alarm sounds at 10^{-6}
 - OC-12 - runs at 10^{-9}
Alarm sounds at 10^{-6}
 - OC-48 - runs at 10^{-9}
Alarm sounds at 10^{-6}
- 6.2.2 Maximum Consecutive Zeros (DS-1). 15
- 6.2.3 Error Bursts (BES). DS-3 - 1 per day for each 50 miles
- 6.2.4 Error Free Seconds (EFS). DS-1 - 99.99% in a 24 hour test period
- 6.2.5 Bi-Polar Violations. No more than 1 in a 24-hour test period
- 6.2.6 Clocking. Stratum 1 traceable signal from the host node at the central office
- 6.2.7 System Acceptance Criteria. End-to-end system performance. The following acceptance tests will be conducted, unless waived by Customer:

DS-1: DS-1 testing will run for a 15 minute period mutually agreed upon by the parties. Customer will review test results and will promptly notify ELI of its Acceptance. Customer will accept a DS-1 Service when it meets the specifications outlined in this Agreement.

DS-3: DS-3 testing will be clear channel, head-to-head cooperative testing. Testing will run a 1 hour period mutually agreed upon by the parties. Customer will review test results and will promptly notify ELI of its Acceptance. Customer will accept DS-3 Service when it meets specifications outlined in this Agreement.

OC-3: OC-3 testing will be clear channel, head-to-head cooperative testing. Testing will run a 4 hour period mutually agreed upon by the parties. Customer will review test results and will promptly notify ELI of its acceptance. Customer will accept OC-3 Service when it meets specifications outlined in this Agreement.

OC-12: OC-12 testing will be clear channel, head-to-head cooperative testing. Testing will run a 4 hour period mutually agreed upon by the parties. Customer will review test results and will promptly notify ELI of its acceptance. Customer will accept OC-12 Service when it meets specifications outlined in this Agreement.

OC-48: OC-48 testing will be clear channel, head-to-head cooperative testing. Testing will run a 24 hour period mutually agreed upon by the parties. Customer will review test results and will promptly notify ELI of its acceptance. Customer will accept OC-48 Service when it meets specifications outlined in this Agreement.

6.2.8 Optical Wavelength Service: Optical Wavelength Service testing will be clear channel, head-to-head cooperative testing. Testing will run a 72 hour period mutually agreed upon by the parties. Customer will review test results and will promptly notify ELI of its acceptance.

6.2.9 Equipment Alarm and Status Indication Functionality: All equipment alarm functions and status indicators provided by the equipment vendor will function properly under all simulated (non-destructive) alarm conditions.

6.2.10 All DS-1, DS-3, OC-3, OC-12 and OC-48 Services must meet applicable Telcordia standards.

6.3. On-Net Ethernet Services: The following performance objectives apply to On-Net Ethernet Services. These objectives are based on an average frame size of 512 Bytes. ELI and Customer will agree upon a measuring tool that will satisfy both parties.

6.4 Wavelength Services: The following service level agreement applies to Optical Wavelength Service: 99.9 percent availability.

Category	Performance Objective
Latency (Intra-Metro)	< 5 mS
Packet Loss	0.001% of Committed Bandwidth
Throughput	Within 1% of Committed Bandwidth

7. CREDIT ALLOWANCES.

7.1 Installation Delay. If ELI fails to provide an On-Net Service on the FOC Date, Customer will be entitled to a credit in an amount equal to 5% of the monthly recurring charge (“MRC”) for each business day of delay, up to 100% of the MRC for the delayed Service. The foregoing applies to On-Net Services only; for Off-Net, Customer will be entitled to any credits available from any Off-Net provider to the extent such credits are available to ELI.

7.2 Service Outage.

7.2.1 If On-Net Services identified in Section 6.1 suffer a complete disruption of Service, Customer will be entitled to a credit as outlined in the following table, subject to Sections 10, 11, and 17 of the Carrier Account Master Service Agreement.

Aggregate Length of Service Outage:	Credit:
Fifteen (15) minutes or less	No credit
Greater than fifteen (15) minutes and less than one (1) hour	2% of the MRC for the disrupted Service
One (1) hour or more	5% of the MRC of the disrupted Service for each full hour of Service Outage, up to a maximum of 100% of the MRC for any thirty (30) day period

7.2.2 DS-n or OC-n Services. If the Bit Error Ratio for an On-Net DS-n or OC-n Service suffers a degradation and falls below the objectives set forth in Section 6.2 more than five (5) times in any thirty (30) day period, Customer will be entitled to a credit equal to twenty percent (20%) of the MRC for the affected Service.

7.2.3 Ethernet Services. If On-Net Ethernet Services suffer from degradation and fail to meet the objectives for Packet Loss and/or Throughput, Customer will be entitled to credits per the

table below, subject to Sections 10, 11, and 17 of the Carrier Account Master Service Agreement.

Length of Service Degradation:	Credit:
Fifteen (15) minutes or less	No credit
Greater than fifteen (15) minutes and less than one (1) hour	2% of the MRC for the degraded Service
One (1) hour or more	5% of the MRC of the degraded Service for each full hour of Service Degradation, up to a maximum of 25% of the MRC for any thirty (30) day period

7.3 Customer rights to any credits for Off-Net services are limited to the extent ELI may exercise its available rights and remedies under such third party vendor’s agreements or tariffs.

7.4 CUSTOMER’S RIGHT TO CREDITS AS PROVIDED IN THIS AGREEMENT SHALL BE CUSTOMER’S SOLE REMEDY WITH REGARD TO SERVICE OUTAGES. The credits outlined above shall not be compounding, but shall be distinguished by the degree of impairment based on a degradation or a complete disruption of Service such that for any particular Service Outage Customer may be eligible for credits under one subsection of 7.2, but not more than one.

8. ENTIRE AGREEMENT

This Addendum, along with the Agreement, sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings relating to the Services described above. The Agreement will remain in full force and effect except as modified herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the Agreement shall control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

Electric Lightwave, LLC

CUSTOMER'S FULL LEGAL NAME

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

By: _____
 Printed Name: _____
 Title: _____
 Date: _____