



**DATA SERVICE ADDENDUM
TO THE
Carrier Account Master Service Agreement**

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

1. SCOPE OF THE ADDENDUM

This Addendum, including all attachments hereto, along with the Agreement, sets forth the terms and conditions under which ELI agrees to provide to Customer and Customer agrees to procure from ELI certain Data Services as described herein.

2. DESCRIPTION OF SERVICES

ELI will provide to Customer and Customer will procure from ELI certain Internet Access Service comprised of, but not limited to: Access to ELI’s Internet Network, DNS, and NetTrends, as more fully described on the Service Order (“Services”).

3. RATES AND CHARGES

Rates for Data Services will be determined on an individual case basis at the time a new Service Order is developed.

4. DOMAIN NAME SERVICE. Domain Name Service (“DNS”) is a corner stone capability/requirement in any use of the Internet. Domain names and DNS servers are essential to the proper function of anyone who uses or provides services via the Internet. As specified by Internet RFC’s 1034 and 1035, “There must be a valid Internet Domain Name attached to any network connected to the Internet.” As such, Customer must have a registered Internet Domain Name before ELI can host primary DNS for Customer’s network, or provide secondary DNS for Customer’s network. ELI does not, and will not, register Internet Domain Names on behalf of Customer.

4.1 Internet Access Services: DNS is the responsibility of Customer and not ELI. Typically an Internet provider will install and maintain a domain name server. This is a network engineering and design issue and not a routing issue. Network routers may lookup a domain name on a DNS server to learn how to properly route data packets. Routers do not maintain domain name listings. Customer is responsible for setting up and maintaining, or arranging for, primary DNS. ELI will, if requested by Customer, provide secondary DNS. As the secondary DNS server is updated by the primary DNS server, Customer must establish its primary DNS in a working manner before ELI-provided secondary DNS Services can be activated or configured. ELI will not be liable in any way for either slow or complete loss of routing capability, lost packets, or other troubles caused by improperly deployed DNS Services by Customer or Customer’s agent. Upon request of Customer, ELI will host primary DNS on behalf of Customer for no more than 90 days after circuit activation to allow Customer to transition or implement the hosting

of his/her primary DNS on his/her preferred servers. ELI will provide primary DNS on a fee basis for the length of the Service Term, if agreed to in writing prior to installation of DNS Service. ELI commits to resolve all DNS modification requests, received via e-mail to hostmaster@eli.net, within two (2) business days from when the modification requests are received, for either primary or secondary DNS Services that ELI is providing for Customer. ELI does not and will not schedule changes to hosted DNS Services, but will make a best effort to meet the needs of Customer.

5. ROUTING ABILITY ON THE INTERNET. Customer acknowledges and recognizes that the Internet is a world-wide interconnection of privately owned networks and as such, the ability to route or transmit or receive messages, data and/or files is limited to the capabilities of the various systems and the individual policies of the network owners. ELI will maintain its own network in its sole discretion, and in a fashion that will provide the necessary bandwidth to carry Customer's contracted traffic in an efficient manner. ELI will filter non-aggregated routes at a level that is consistent with best engineering practices and enhances ELI's network stability. While ELI strives to deliver as near error free transmission and access Services as reasonably possible, it accepts no responsibility for failure of routes, connections, packet loss or router/server rejections that are beyond its control. ELI, from time to time, purchases network access from other national service providers to facilitate its own deployed backbone networks. Because the information flow and network traffic changes dynamically, ELI may find it necessary to rebalance its own backbone to provide efficient routing capabilities. These changes may impact the routing paths that a Customer's information uses to enter or exit ELI's network. For these reasons, ELI does not guarantee specific network entrance or exit points.

6. DEMONSTRATION OF A WORKING CONNECTION. ELI will use the following methods to demonstrate that its Internet data network is functioning between ELI equipment and Customer's equipment, as specified. These methods will determine whether ELI has met its obligations to provide a working interconnection with ELI's routing equipment:

6.1 Internet Access Services.

6.1.1 If Customer has no terminating equipment installed at Customer's end of the circuit, Customer or ELI will provide an electrical loopback at the furthest reasonable point. ELI will transmit a properly framed signal to the loopback and will monitor the returned data for proper timing and framing. This demonstrates a functioning circuit.

6.1.2 If Customer installs a CSU/DSU, ELI will send a loopup command to the CSU/DSU and will perform the same tests as in 6.1.1 above, provided the CSU/DSU responds to the loopup command.

6.1.3 If Customer has a working router attached to the CSU/DSU, ELI will perform the tests in 6.1.2, and ELI will send data grams to the router and watch for them to be echoed back without errors. If the physical link tests good and the datagrams return without error, then ELI has met its obligation for connectivity between Customers location and ELI's terminating equipment.

7. DEMONSTRATION OF ROUTING IN ELI'S AUTONOMOUS SYSTEM. ELI requires that Customer uses static routing protocol according to the specifications contained in RFC1812. BGP4 routing protocol may be used if approved by ELI's Data Engineering department in writing prior to implementation and use of the BGP4 protocol. If BGP4 is approved, Customer will be

allowed to transit Customer's approved autonomous system number across ELI's network. Requests to transit any additional autonomous system numbers across ELI's network may be approved on a case by case basis and for a fee to be determined at the time of request. Customer's static routes will automatically trigger a re-distribution of any static route to BGP routing protocol. ELI will broadcast its BGP4 information to its network neighbors according to specifications contained in RFC1267. ELI will demonstrate that it is routing Customer's IP networks by providing copies of the routing table entries contained in ELI routers, if requested. Customer may request that ELI respond to route failures. If the failure is caused by Customer's network, this Customer will be charged time and materials at ELI's prevailing rates.

8. RIGHTS AND OBLIGATIONS OF CUSTOMER

8.1 Customer shall, at Customer's expense, undertake all necessary preparation required to comply with ELI's installation and maintenance instructions. Customer is responsible for obtaining IP addresses prior to order completion. IP addresses may be obtained either from the ARIN at ARIN.net directly or via ELI. Clients must either complete the appropriate ARIN template located at the Internet address <http://www.arin.net/library/templates/net-isp.txt> for ISP's, <http://www.arin.net/library/templates/net-end-user.txt> for other users, or follow the instructions located on the Internet at http://www.integratelecom.com/ispsupport/service_request/ip_just.asp. All IP address space allocated or assigned by ELI is non-portable. Renumbering IP networks is considered a part of normal network management activities. All costs associated with all such renumbering activities, whether voluntary or involuntary, are solely the responsibility of Customer. Customer's failure to obtain IP addresses prior to the installation and testing of Services does not release Customer from its obligation to accept such Services. In addition, if ELI supplies routers or other equipment to Customer as part of ELI Services ("Equipment"), Customer shall be responsible for the costs of relocation of such Equipment once installed by ELI, and shall provide to ELI and suppliers of communications lines reasonable access to Customer's premises to maintain such Equipment or to perform any acts required by this Agreement.

8.2 Customer shall maintain a deliverable hostmaster@[Customer's Internet Domain Name] mailbox, and agrees to actively review said mailbox on a regular basis.

8.3 Customer shall maintain a deliverable postmaster@[Customer's Internet Domain Name] mailbox, and agrees to actively review said mailbox on a regular basis.

8.4 Customer shall maintain a deliverable abuse@[Customer's Internet Domain Name] mailbox and to review and respond to messages received no less frequently than once per business day.

9. ACCEPTABLE USE POLICY

9.1 This Section comprises ELI's "Acceptable Use Policy" (AUP) as of the effective date of this Addendum. As Unsolicited Commercial E-mail or Unsolicited Bulk E-mail ("UCE/UBE", also known as SPAM) and "hacking" technology and law develops at an alarming rate and is expected to continue to do so, ELI reserves the right to add, remove, or modify specific prohibitions from this Section. Customer agrees that the Services are provided subject to the on-line AUP prohibitions maintained by ELI and always available to all Customers and to the public at http://www.integratelecom.com/about/policies/acceptable_use_policy.asp. Modifications to the on-line AUP document will supercede the prohibitions listed herein.

- 9.2 Customer shall not, and shall not permit any third party under its control (including End Users and their authorized users [ad infinitum]) to do the following, and Customer shall include provisions in its service agreements for End Users and authorized users that restrict the following:
- 9.2.1 restrict or inhibit any other user from using and enjoying the Service and/or the Internet; or
 - 9.2.2 upload, post, publish, transmit, reproduce, distribute, or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Internet which is PROTECTED BY COPYRIGHT or other proprietary rights or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder; or
 - 9.2.3 use the SMTP services of a third party for the purposes of relaying or sending electronic mail messages without the express permission of that third party; or
 - 9.2.4 host a publicly-accessible “open relay” SMTP, or anonymous remailer service, or an open NNTP server for any purpose, cause, or reason . NNTP (Network news Transfer Protocol) is the predominant protocol used by computers (client/server) for managing the notes posted on Usenet newsgroup. NNTP replaced the original Usenet protocol, UNIX-to-UNIX Copy Protocol (UUCP) some time ago. NNTP servers manage the global network of collected Usenet newsgroups and include the server at your Internet access provider. An NNTP client is included as part of a Netscape, Internet Explorer, Opera, or other Web browser or you may use a separate client program called a newsreader; or
 - 9.2.5 post a commercial advertisement to any USENET newsgroup, Internet “chat room”, bulletin board, or similar forum, if the target forum is not specifically chartered for public advertisement by non-private parties of items “for sale”; or
 - 9.2.6 post to any USENET Newsgroup or other newsgroups, forum, email mailing list or similar group or list articles which are off-topic according to the charter or other public statement of the group; or
 - 9.2.7 send UCE/UBE to any number of e-mail users or lists; or
 - 9.2.8 maintain, or send e-mail to, “opt-in targeted marketing lists” if Customer cannot demonstrate, to ELI’s satisfaction, that the members of the list(s) have knowingly requested to be added to the list(s) in question through direct action of their own doing, and that easily-accessible, automated opt-out/removal mechanisms are in place and available to the members of the list(s); or
 - 9.2.9 engage in any activity that is, or appears to be, an attempt to gain unauthorized access to a remote system or network, or to gain information that could later be used to assist in gaining unauthorized access to a remote system or network, such as port scanning, dictionary attacks, Denial of Service attacks, server/service hijacking, etc.; or
 - 9.2.10 engage in any of the foregoing activities using the service of another provider, but channeling such activities through an ELI account or remailer, or using an

ELI account as a mail drop for responses to UCE/UBE, or hosting a website that is advertised via UCE/UBE that originates from a non-ELI.NET-connected source, or otherwise requiring return transit through ELI's internet backbone; or

9.2.11 falsify or "spoof" user information provided to ELI or to other users of the Service, and for handling all complaints and trouble reports made by End Users and authorized users; or

9.2.12 use the Service in violation or contravention of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, or any other applicable law, regulation, order or other governmental directive, or abuse or fraudulently use the Service in any way not specifically set forth above; or

9.2.13 intentionally transfer of viruses, worms, Trojan horses or other harmful components; or

9.2.14 advertise, transmit, or otherwise make available any software, program, product, or service that is designed to violate this AUP, which includes but is not limited to, the facilitating the sending of UCE.

9.3 Further, if Customer is notified by ELI's Abuse Response Team, via e-mail from abuse@eli.net to Customer's abuse@[Customer's Internet Domain Name] mailbox (required by Section 8.4), or Customer discovers on their own or through any other means, that Customer or any third party under Customer's control (including End User and their authorized users [ad infinitum]) is in violation of any of the foregoing prohibitions, Customer shall take all necessary actions to stop such activity, and shall proactively prevent repeat violations by the offending entity.

9.4 Customer will respond to all violations reported to Customer by the ELI Abuse Response Team within one (1) business day of notification of a violation, and shall stop the violation within two (2) business days of such notification. If a single entity is the source of multiple violation reports, Customer may provide a single response to ELI's Abuse Response Team.

9.5 Following resolution of a violation, a similar violation by the same user will be considered a default of this Agreement, and ELI reserves the right to respond pursuant to Section 12.

10. EQUIPMENT OR SOFTWARE NOT PROVIDED BY ELI

10.1 Except as otherwise agreed to by the parties, ELI shall not be responsible for the provision and installation of equipment or software not provided by ELI; nor shall ELI be responsible for the transmission or reception of information by equipment or software not provided by ELI.

10.2 It is expressly understood that Customer shall be responsible for the use and compatibility of equipment or software not provided by ELI. In the event that Customer uses equipment or software not provided by ELI which impairs Customer's use of the Service, Customer shall nonetheless be liable for payment for the Service. Upon notice from ELI that the equipment or software not provided by ELI is causing or is likely to cause hazard, interference or Service obstruction, Customer shall eliminate the likelihood

of hazard, interference or Service obstruction. At Customer's request, ELI will trouble shoot difficulties caused by equipment or software not provided by ELI. Customer shall pay ELI for these troubleshooting Services at current prevailing rates.

- 10.3 ELI shall not be liable if changes in the Service cause Customer's equipment or hardware to become obsolete, require modification or alteration, or otherwise affect performance of equipment or hardware.
- 10.4 In the event Customer provides one or more routers to interface with the Service, the following terms apply:
 - 10.4.1 ELI reserves the right to allow or reject the make, model and or software revision of Customer-provided router to be used as the gateway to the Service.
 - 10.4.2 Customer will cooperate with ELI in setting the initial configuration for the router's interface into the Service.

11. RIGHTS AND OBLIGATIONS OF ELI; DISCLAIMER OF WARRANTIES

- 11.1 ELI shall operate and maintain the Service. Customer shall be responsible for maintaining its own network and routers that interface with the Service. ELI shall not be responsible for cabling that connects equipment not provided by ELI to ELI Equipment or the Service. Customer may contact hostmaster@eli.net with questions.
- 11.2 Customer agrees that ELI Equipment may not be used for unauthorized purposes. Equipment provided by ELI to Customer is owned and controlled by ELI and such equipment will be returned to ELI upon termination of this Agreement. Customer hereby grants to ELI the right to recover ELI Equipment from Customer's premises upon termination of this Agreement or any Service Order.
- 11.3 Customer understands that Customer, End Users, and Customer's authorized users may access the Internet through the Service. Customer understands further that, except for certain products and Services specifically offered by ELI, neither ELI nor any of its affiliates operates or controls the Internet in any way, and all merchandise, information and Services offered or made available or accessible over the Internet are offered or made available or accessible by third parties who are not affiliated with ELI or its affiliates. **Customer assumes total responsibility and risk for Customer's use and End Users' and authorized users' use of the Service and the Internet. Neither ELI nor its affiliates make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or noninfringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise, information or Service provided through the Internet, and neither ELI nor its affiliates shall be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely Customer's responsibility and End Users' and Customer's authorized users' responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise, provided through the service or on the Internet generally.**

- 11.4 Customer understands further that the Internet contains unedited materials some of which are sexually explicit or may be offensive to some people. Customer and End Users and authorized users access such materials at their own risk. ELI has no control over and accepts no responsibility whatsoever for such materials.
- 11.5 The Service is provided on an “as is” and “as available” basis without warranties of any kind, either express or implied, including but not limited to warranties of title, noninfringement or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by ELI, its affiliates or its contractors or their respective employees shall create a warranty. Neither ELI nor its affiliates warrants that the Service will be uninterrupted or error free or that any information, software or other material accessible on the Service is free of viruses, worms, Trojan horses or other harmful components.
- 11.6 If Customer is dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines, or practices of ELI in operating the Service, Customer’s sole and exclusive remedy is to terminate the Service Order in accordance with the Master Service Agreement and discontinue using the Service.
- 11.7 ELI has no obligation to monitor the Service. However, Customer agrees that ELI has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. As provided above, ELI will monitor the transmission of the Service. However, ELI will not monitor the content of any of the Service, including, but not limited to, any private electronic-mail messages. ELI reserves the right to refuse to post or to remove any information or materials, in whole or in part, that are in violation of this Agreement.
- 11.8 **ELI does not guarantee sequential delivery of datagrams. Packet loss and latency are inherent in IP design. ELI will use reasonable efforts to maintain delivery of streaming media through User Datagram Protocol (“UDP”).**

12. FAILURE TO COMPLY WITH AGREEMENT

- 12.1 ELI may deny Customer access to all or part of the Service, or may suspend Customer’s access or refuse to post or remove any information or materials proposed to be posted by Customer or Customer’s authorized users, if any conduct or activity violates any of the terms and conditions in this Agreement; provided that ELI will give Customer twenty-four (24) hours prior notice and opportunity to cure the violation prior to suspension of the Service. Notwithstanding the foregoing, in the event of an emergency ELI reserves the right to immediately suspend Service to prevent degradation of network integrity. If ELI suspends Service because of such a violation, Customer and Customer’s authorized users shall have no right to access any materials or third party services, merchandise or information stored on the Internet through ELI Services, and Customer shall have no right to credit(s) related to such unavailability of Service. ELI shall not be responsible for notification of the suspension to any party other than Customer.
- 12.2 Notwithstanding the foregoing, in the event ELI’s system integrity is threatened or ELI is served with any court or governmental order requiring suspension or termination of Service, ELI may suspend or terminate Service immediately.

13. INTERNET BACKBONE SERVICE LEVEL OBJECTIVES

13.1 ELI’s internet backbone is comprised of interconnected routers, which are located at ELI’s network hubs across the United States. The Internet backbone also includes Customer interface on the interconnected router. This Section identifies Service level objectives associated with internet backbone Services, **specifically excluding any future value added product enhancements.**

13.2 Off-Net Services. Off-Net Service terms and conditions, 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, plus 10 business days.

13.3 Network Availability.

13.3.1 ELI guarantees ELI’s Internet Backbone will be available 100% of the time. At Customer’s request, ELI will calculate Customer’s network unavailability during a calendar month. Network unavailability is determined by the number of minutes the ELI Internet Backbone is not available to Customer. This Network availability guarantee does not constitute a latency or throughput guarantee.

13.3.2 For each cumulative hour of network unavailability, Customer may be entitled to a credit for the pro-rated charges for one day of the MRC for the affected circuit.

13.4 Latency.

13.4.1 ELI guarantees monthly average roundtrip latency between backbone routers of 80 milliseconds or less. Latency shall be measured by averaging sample measurements taken during a calendar month between backbone routers. Latency between backbone routers will be measured and reported by ELI. Latency statistics are available for public access. The latency reporting website is accessible at <http://www.eli.net/technical/spyeli.shtml> .

13.4.2 If ELI fails to meet it’s latency objectives in two (2) consecutive months, Customer may be entitled to a credit (commencing with the second consecutive month which the objectives are not met) equal to the prorated charges for one day of MRC of the affected circuit for each month in which the latency objective was not met.

16. ENTIRE AGREEMENT

This Addendum sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings relating to the subject matter hereof. The Agreement will remain in full force and effect except as modified herein.

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: _____

By: _____

Printed _____
Name: _____

Printed _____
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____