



Intellifiber Private Line Service Attachment

This **PRIVATE LINE SERVICE ATTACHMENT** (the "**Service Attachment**") is an attachment to the Master Service Agreement dated _____ between **Intellifiber Networks Inc.**, a Virginia Corporation, having offices at 1450 East Parham Road, Richmond, Virginia 23228 ("**Intellifiber**"), and the undersigned Customer (the "**Agreement**") and is an integral part of that Agreement. This Service Attachment is effective as of the Effective Date indicated below.

1. **Private Line Service:** Intellifiber's Private Line Service ("**Private Line Service**" or "**Service**") provides domestic DS-1, DS-3, Optical SONET (OC-n) circuits, optical wavelength circuits and Ethernet Private Line (EPL) which are specifically dedicated to Customer's use between two (2) points specified by the parties in a Service Order accepted by Intellifiber and meeting the technical requirements described in this Service Attachment. Intellifiber's Private Line Service includes only those circuits where the entire circuit is located solely on Intellifiber's owned and operated network and both end points of such circuit originate or terminate at Intellifiber's Points of Presence ("**POP(s)**").
2. **Service Order Procedures:**
 - 2.1. To establish a Private Line Service, Customer shall present a request for Service to Intellifiber on a complete and accurate Intellifiber Service Order. Such Service Order must reference the Agreement and specify Locations "A" and "Z", the circuit type and Customer requested service date and term.
 - 2.2. If Intellifiber is unable to provide the requested Service, it shall so notify Customer as soon as reasonably possible, and in no event later than three (3) business days following receipt of the Service request.
 - 2.3. If Intellifiber is able to provide the Services set forth in the Customer-signed Service Order, Intellifiber will provide an executed Service Order to Customer within three (3) business days after receipt of the complete and accurate Customer signed Service Order.
 - 2.4. Upon Customer's signature of the Service Order and Intellifiber's acceptance, the Service Order shall be effective and incorporated by reference into the Agreement. Facsimile Service Orders shall be valid and accepted for purposes of executing Service Orders. If and to the extent Intellifiber adopts an online ordering process or elects to transmit and accept Service Order electronically, Customer may place Service Orders with Intellifiber by electronic transmission to such Intellifiber email address(es) and/or accounts as Intellifiber may designate from time to time. Other related communications, information or correspondence necessary for Intellifiber to offer and provide Service to Customer may also be transmitted by the parties by electronic means (e.g., DLRs). In the case of any Service Orders place by an Authorized Contact (whether by facsimile or electronic means), Intellifiber may rely on any such communications (including any Service Order) if sent, acknowledged or accepted by the designated Customer Authorized Contact. Customer agrees that the person designated by Customer as an Authorized Contact to transmit documents and information has the capacity and authority to order and authorize any Services electronically on behalf of Customer, and security of such Authorized Contact's transmission is the sole responsibility of the Customer.
3. **Third Party Services Ordered by Customer:** Unless otherwise set forth in a Service Attachment executed by the parties or a Service Order accepted by Intellifiber, Customer is solely responsible for coordination of all Third Party Services from any Third Party Provider who has established entrance facilities in Intellifiber's POP. In the event that Customer arranges for Third Party Services, Intellifiber agrees to provide Customer with an appropriate Letter of Agency ("**LOA**") within three (3) business days of receipt of a signed Service Order. Customer shall provide Intellifiber with all information reasonably deemed necessary by Intellifiber to enable Intellifiber to make the necessary cross-connection between the Third Party Service and Intellifiber's Service or any telecommunications equipment or facilities of Customer (or of its end users), including, without limitation, circuit facility assignment information, Firm Order Commitment ("**FOC**") information and the Design Layout Records ("**DLR(s)**"). Without limiting the foregoing, Customer will provide Intellifiber with a DLR no later than five (5) business days prior to Intellifiber's scheduled test date. If any required cross-connects are located in a facility where Intellifiber is charged a cross-connect fee, Intellifiber may charge Customer non-recurring and recurring cross-connect fees to make any required cross-connection. An additional non-recurring charge may also apply in the event that Customer requests, and Intellifiber permits Customer, to change its Requested Service Date. If any Customer-ordered Third Party Service is not ready as of the Intellifiber Service Date, Customer shall nonetheless be obligated to pay for Intellifiber's Services as of the Service Date.



4. Installation Intervals and Mileage:

- 4.1. The standard installation interval for Private Line Service is thirty (30) days from Intellifiber's acceptance and execution of an accurate and complete Service Order and is subject to the availability of network capacity and equipment. Intellifiber may provide Service on an individual case basis within a shorter interval requested by Customer and approved by Intellifiber.
- 4.2. Mileage is calculated based on airline mileage calculated using vertical and horizontal coordinates of Intellifiber's POPs at locations A and Z.

5. Industry Standards:

- 5.1. DS-1 and DS-3 Services are provided in accordance with ANSI Standard T1.102 (formerly AT&T Compatibility Bulletin 119) and Technical Reference 54014 '4. DS-1 and DS-3 Services operate at 1.544 and 44.736 Mbps, respectively.
- 5.2. OC-n Services are provided in accordance with ANSI Standard T1.105.0x (physical), T1.416.0x and Telcordia GR253 (optical interface). OC-n Services operate at 155.52 (OC-3), 622.08 (OC-12), 2488.32 (OC-48) and 9953.28 (OC-192) Mbps.
- 5.3. Wavelength Service is provided in accordance with Telcordia GR-2918 and GR-253, where GR-2918 defines the transport mechanism of the DWDM system delivering the wavelength service, and GR-253 defines the payload to be carried by the DWDM system and/or ITU-T Standard G.709.
- 5.4. Protected Services are provided at the equipment level using the automatic protection scheme available with the selected Service and in accordance with industry standards. Optical Protected Services shall be delivered via a four fiber handoff. Optical Unprotected Services shall be delivered via a two fiber handoff as applicable.

6. Performance Standards:

- 6.1. General. Service standards apply on a one-way basis between Intellifiber's POPs and exclude nonperformance due to any Force Majeure Event, planned interruptions for maintenance purposes, or other reasons set forth below. Intellifiber's Private Line Services will be provided according to the following performance standards and objectives:

| Type Of Service | Unprotected Availability | Protected Availability |
|-----------------|--------------------------|------------------------|
| DS-1 | 99% | 99.999% |
| DS-3 | 99% | 99.999% |
| OC-n | 99% | 99.999% |
| Wavelengths | 99% | 99.999% |
| EPL | 99% | 99.999% |

- 6.2. Availability. Availability is a measurement in seconds of the percent of total time that a Service is operative when measured over a calendar month period.
- 6.3. Severely Errored Seconds ("SES"). An SES is any second in which the Bit Error Rate ("BER") is worse than 1×10^{-6} .
- 6.4. Service Interruption or Outage. A Service is considered interrupted or unavailable when there has been a loss of signal, 100% packet loss, or when tests confirm the observation of any ten (10) consecutive SES. These ten (10) consecutive seconds are considered to be part of the unavailable time. The period of unavailable time ends when the BER in each second is better than 10^{-6} for a period of ten (10) consecutive seconds. These ten (10) consecutive seconds are considered to be available time.
- 6.5. Repair Objective. In the event of a Service Outage, Intellifiber will use commercially reasonable efforts to meet a performance objective for repair of four (4) hours.



6.6. **Reporting.** Customer will promptly notify Intellifiber of any Availability or BER performance problems with a Service. During problem diagnosis, Intellifiber will accept Customer's measurements of the performance of a Service.

7. **Routine Maintenance:** System maintenance normally will not result in Service Outages. In the event that system maintenance should require a Service Outage, to the extent practicable, Intellifiber shall use reasonable efforts to perform system maintenance during non-peak hours from midnight to 6:00 a.m. (EST), or at other times after prior written notification to Customer in accordance with Intellifiber's Maintenance Notification Procedures set forth on Schedule 1 to this Service Attachment (as such procedures may be revised by Intellifiber from time to time). Customer agrees to cooperate with all reasonable requests of Intellifiber in connection with its system maintenance, by among other things, responding to Intellifiber's request for the release of a circuit within eight (8) hours or less from the time of Intellifiber's request and releasing circuits for system maintenance at such times as requested by Intellifiber during non-peak hours.

8. **Emergency Maintenance:** Intellifiber reserves the right to perform emergency maintenance on its system, network, equipment or facilities at any time and, to the extent practicable, will provide Customer with prompt notice thereof.

9. **Outage Credits:** Unless otherwise stated in any applicable Service Order or for other reasons stated herein, in the case of any Service Outage, Customer's sole remedy shall be to seek in writing within thirty (30) days of the end of the month in which the Service Outage occurred, and Intellifiber's sole liability shall be to provide, a credit allowance for the Service Outage in accordance with the following:

9.1. No credit shall be allowed for any Service Outage of two (2) hours or less. For Service Outages for Protected Services that are greater than two (2) hours, Customer shall be credited at the rate of ten percent (10%) of the Service Charges (as specified in the Service Order) applicable to the Service which is subject to the Service Outage for each two (2) hour period or major fraction thereof that a Service Outage continues. For Service Outages for Unprotected Services that are greater than eight (8) hours, Customer shall be credited at the rate of ten percent (10%) of the Service Charges (as specified in the Service Order) applicable to the Service which is subject to the Service Outage for each two (2) hour period or major fraction thereof that a Service Outage continues. However, the maximum credit allowance for all Service Outages during any thirty (30) day period shall not exceed the Service Charges due Intellifiber from Customer for the Service experiencing the Service Outage during such thirty (30) day period. Each Service Outage is to be measured from the time Customer notifies Intellifiber that a Service Outage has occurred to the time of restoration of Service, as determined by Intellifiber.

9.2. No credit allowances shall be made for Service Outages arising from or relating to: (i) any acts or omissions of an entity other than Intellifiber, including, but not limited to, Customer, Customer's agents, employees, end users or other service providers connected to Intellifiber's Services, system, network, equipment or facilities; (ii) Customer's noncompliance with this Agreement; (iii) any emergency or routine maintenance; (iv) any failure of any Service provided by others (including, without limitation, any non-Intellifiber equipment or facilities used in connection with the affected Service); (v) any period in which Intellifiber is not given full access to its equipment or facilities for the purpose of investigating and correcting a Service Outage; (vi) any period in which Customer continues to use Service on an impaired basis or releases Service to Intellifiber for maintenance or installation purposes; or (vii) any Force Majeure Event(s).

10. **Cancellation:**

10.1. Customer may cancel or disconnect a Intellifiber Private Line Service; provided, however, Customer must provide Intellifiber with not less than thirty (30) days prior written notice, via email to solutions@intellifiber.com, that it desires to cancel the Service, setting forth in such notice the effective date of cancellation (the "**Cancellation Date**"). For example, if Customer provides Intellifiber with a written notice on March 15, the Cancellation Date will be effective as of April 15 and all Service Charges will be due during such period whether or not Customer continues to use the Service.

10.2. If Customer cancels a Intellifiber Private Line Service at any time during the Initial Term of such Service, Customer shall pay, as liquidated damages and not as a penalty, early cancellation charges equal to one hundred percent (100%) of the remaining Service Charges for the unexpired portion of the first twelve (12) month period of the Initial Term and fifty percent (50%) of the remaining Service Charges for the unexpired portion of the remaining period of the Initial Term of the Service. The early cancellation charges payable hereunder are in addition to all other amounts due for the Service provided prior to the Cancellation Date of the Service, including, without limitation, monthly recurring charges, installation charges, construction fees, extended demarcation fees, facility entrance fees, cross-connect fees and/or expedite fees.

10.3. Customer may cancel an existing Intellifiber Private Line Service (a "**Cancelled Circuit**") without incurring any early cancellation charges by providing not less than thirty (30) days written notice to solutions@intellifiber.com and if: (i) the Cancelled Circuit has been installed and in use for at least twelve (12) months; (ii) Customer replaces the Cancelled Circuit with another similar Intellifiber Private Line Service having equal (or greater) Service Charges and a term



commitment of at least (or greater) length of the Cancelled Circuit (the "Replacement Circuit"); (iii) the Replacement Circuit is ordered by Customer under a binding Service Order at least thirty (30) days before the effective Cancellation Date of the Cancelled Circuit; and (iv) Customer is not otherwise in breach of this Agreement. If Customer fails to meet any of the foregoing requirements or Intellifiber is unable to provision the Replacement Circuit due to network capacity constraints, Customer shall pay all applicable early cancellation charges for the Cancelled Circuit. Customer is also obligated to pay all charges that are otherwise due for the Cancelled Circuit through the last date of Customer's use or the Cancellation Date of the such Cancelled Circuit.

11. **Warranty:** Intellifiber warrants that the Private Line Service will be provided to Customer in accordance with the applicable performance standards set forth above. Intellifiber will use commercially reasonable efforts to remedy any delays, interruptions, Service Outages, omissions, mistakes, accidents or errors in the Service and restore such Service to comply with the terms hereof. THE FOREGOING WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY OR CONTRACTUAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR FOR A PARTICULAR USE OR NON-INFRINGEMENT. THE OUTAGE CREDITS REMEDY PROVIDED TO CUSTOMER SET FORTH ABOVE IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO CUSTOMER AND IS IN LIEU OF ALL OTHER REMEDIES, REGARDLESS OF WHETHER THIS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

The parties have read and agree to the terms and conditions of this Service Attachment as a part of the Agreement.

"INTELLIFIBER"

"CUSTOMER"

_____ a _____ corporation

Authorized Signature

Authorized Signature

Printed Name and Title

Printed Name and Title

Effective Date

Date



Schedule 1

Maintenance Notification Procedures

In an effort to provide advance notice to Customer for planned, routine and emergency related activity on Intellifiber's network, equipment, and plants, Intellifiber will follow the following processes and procedures when undertaking routine or emergency maintenance:

1. Routine Maintenance or Repair – Routine maintenance or repair includes network upgrades and repairs, equipment upgrades and repairs, power upgrades and repairs. Routine maintenance is performed during a maintenance window of 12:00 midnight to 6 a.m. (EST). Intellifiber will provide Customer with notice of the planned activity by means of the Method of Procedure ("MOP") form attached as Schedule 2, as such form may be modified from time to time by Intellifiber, at least five (5) business days prior to starting work where Service Outages greater than fifty (50) milliseconds are expected. Customer agrees to acknowledge receipt of the MOP within one (1) business day from receipt confirming that Customer is aware of planned work and has taken necessary steps to notify key personnel internally of when work will begin. If no response is given by Customer, acknowledgement will be deemed given. Should routine maintenance require an "out of service event," Intellifiber will coordinate such Out of Service Event with Customer to ensure the affected Service is restored as quickly as possible.

2. Emergency Maintenance or Repair – Emergency maintenance or repair includes network, equipment and power facilities. Intellifiber reserves the right to perform emergency maintenance on its system, network, equipment or facilities at any time. In an emergency situation, Intellifiber will promptly notify Customer of the event as soon as reasonably practicable and with the cooperation of Customer, take the necessary steps to restore, repair or correct the affected network, equipment or power facilities. Where prior notice is not practical in the circumstances, Intellifiber reserves the right to perform required emergency maintenance or repairs, but will promptly provide Customer with notice as soon as reasonable practicable after maintenance activities have begun. Whenever prior notice is given, Customer agrees to promptly acknowledge notice of the emergency event via email to and in all events Customer will take necessary steps to notify key personnel internally in order for Intellifiber to correct or repair the affected area.



Schedule 2
Method of Procedure Form

| | | | | |
|---|--|--------------|------------|----------|
| Job Title: | | | | |
| Date: | | | | |
| Trouble Ticket #: | | | | |
| 1. Intellifiber Telephone Network Operations Center Coordinator: | | | | |
| Name: | | | | |
| NOC Phone: | | 888-662-5700 | | |
| E-mail Address: | | | | |
| 2. Requestor Information: | | | | |
| Name and Title: | | | | |
| Department: | | | | |
| 3. Customer Information | | | | |
| Customer Ticket # | | | | |
| Intellifiber Circuit # | Cust Circuit # | Location A | Location Z | Svc Type |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 1. INTERNAL USE ONLY | | | | |
| 4. Site Information: | | | | |
| Type of Site | <input type="checkbox"/> POP <input type="checkbox"/> Amp/Regen <input type="checkbox"/> Other | | | |
| Site Name | | | | |
| Site CLLI | | | | |
| Ring(s) Affected: | | | | |
| Site Address | | | | |
| City, State Zip | | | | |
| Phone Number | | | | |
| Office or Suite | | | | |
| Rack or Floor Location | | | | |



Schedule 2
Method of Procedure Form

| | | | | |
|--------------------------------|--|-----------------|-----------------|--------------|
| 5. Work Description: | | | | |
| Job Type: | <input type="checkbox"/> Install <input type="checkbox"/> Emergency Maintenance <input type="checkbox"/> Maintenance <input type="checkbox"/> Network Build-out <input type="checkbox"/> Network Groom <input type="checkbox"/> Other | | | |
| Overview: | | | | |
| Business Impact: | | | | |
| 6. Procedures: | | | | |
| Test Procedures: | | | | |
| Back Out Procedures: | | | | |
| Step No. | Procedure Description | | | |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 7. Dates and Times: | | | | |
| Start Date | Start Time | End Time | End Date | |
| | | | | |
| 8. Contact Information: | | | | |
| Intellifiber Contacts: | Name | Office | Cell | Pager |
| NOC Technician | | | | |
| NOC Supervisor | | | | |
| Project Manager | | | | |
| Engineer | | | | |
| Field Technician(s) | | | | |
| Customer Contacts: | Name | Office | Cell | Pager |
| Senior Technician | | | | |
| NOC or Ops Mgr | | | | |
| Engineer Manager | | | | |

- Immediate acknowledgement of receipt required
- Respond with contacts for non-emergency procedure within four (4) hours.