



**Authorized Federal Acquisition Service
Information Technology Schedule Pricelist
General Purpose Commercial Information Technology
Equipment, Software and Services**

General Description of the Commodities and Services Offered

Services include Managed Internet Access and Value Added Network Services supporting Electronic Commerce applications for Government agencies.

Application SIN, DESCRIPTION, FSC Classes and FPDS Codes

SIN	DESCRIPTION	FSC CLASS/FPDS CODE
SIN 132-51	Information Technology - Professional Services	
SIN 132-52	Electronic Commerce Services	D304 Value Added Network Services
SIN 132-52	Electronic Commerce Services	D304 Internet Access Services

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

NOTE: Electronic Commerce Services are not intended to supersede or be a substitute for any voice requirements of FTS2001.

Level 3 Communications, LLC

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Broomfield, CO 80021

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www.level3.com

Contract Number: GS-35F-0177J

Period Covered by Contract: January 11, 2014 through January 10, 2019
General Services Administration
Federal Acquisition Service

Pricelist current through Modification # 116, dated 05 May 2015

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage!® System. Agencies can browse GSA Advantage!® by accessing the Federal Supply Service's Home Page via the internet at <http://www.gsa.gov/fas>.

TABLE OF CONTENTS

SPECIAL NOTICE TO AGENCIES: SMALL BUSINESS PARTICIPATION.....	1
1. GEOGRAPHIC SCOPE OF CONTRACT:	1
2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:.....	1
3. LIABILITY FOR INJURY OR DAMAGE	2
4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:.....	2
5. FOB DESTINATION	2
6. DELIVERY SCHEDULE.....	2
7. DISCOUNTS:.....	3
8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:.....	3
9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: N/A.....	3
10. SMALL REQUIREMENTS:	3
11. MAXIMUM ORDER:.....	3
12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS	3
13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATIONS STANDARDS REQUIREMENTS.....	3
14. CONTRACTOR TASKS/SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)	4
15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES.....	5
16. GSA ADVANTAGE!®.....	5
17. PURCHASE OF OPEN MARKET ITEMS	5
18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS	5
19. OVERSEAS ACTIVITIES.....	6
20. BLANKET PURCHASE AGREEMENTS (BPAS).....	6
21. CONTRACTOR TEAM ARRANGEMENTS	6
22. INSTALLATION, DEINSTALLATION, REINSTALLATION.....	6
23. SECTION 508 COMPLIANCE	6
24. PRIME CONTRACTORS ORDERING FROM FEDERAL SUPPLY SCHEDULES	7
25. INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)	7
26. SOFTWARE INTEROPERABILITY	7
27. ADVANCE PAYMENTS.....	7
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)	8
1. SCOPE	8
2. PERFORMANCE INCENTIVES	8
3. ORDER	8
4. PERFORMANCE OF SERVICES.....	8
5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)	9
6. INSPECTION OF SERVICES	9
7. RESPONSIBILITIES OF THE CONTRACTOR.....	9
8. RESPONSIBILITIES OF THE ORDERING ACTIVITY	9
9. INDEPENDENT CONTRACTOR.....	9
10. ORGANIZATIONAL CONFLICTS OF INTEREST	10
11. INVOICES.....	10
12. PAYMENTS	10
13. RESUMES	11
14. INCIDENTAL SUPPORT COSTS.....	11
15. APPROVAL OF SUBCONTRACTS.....	11
PRODUCTS AND SERVICES	11
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51).....	11

1.	PROFESSIONAL SERVICES OVERVIEW	11
2.	PROFESSIONAL SERVICES DESCRIPTION.....	12
3.	PROFESSIONAL SERVICES - SERVICE COMPONENTS AND CONFIGURATIONS	12
4.	ADDITIONAL PROFESSIONAL SERVICES TERMS AND CONDITIONS.....	15
5.	LEVEL 3 TECHNICAL SERVICES	16
	ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)	16
1.	DESCRIPTION OF ELECTRONIC COMMERCE (EC) SERVICES.....	16
2.	ADDITIONAL ELECTRONIC COMMERCE TERMS AND CONDITIONS	19
3.	DIA SERVICE	21
4.	ENTERPRISE VOICE – LOCAL SERVICES	26
5.	HIGH SPEED INTERNET ACCESS	30
6.	LEVEL (3) IP VPN SERVICES	36
7.	ETHERNET VIRTUAL PRIVATE LINE SERVICES	41
8.	LEVEL 3 PRIVATE LINE SERVICES.....	44
9.	LEVEL 3 GLOBAL WAVELENGTH SERVICE	48
10.	BROADCAST AND VIDEO SERVICES.....	49
11.	LEVEL 3 MANAGED ETHERNET ACCESS (MEA).....	54
12.	CONTENT DELIVERY NETWORK SERVICES	58
13.	VOICE TERMINATION	61
	SMALL BUSINESS	63
	BLANKET PURCHASE AGREEMENT	64
	CONTRACTOR TEAM ARRANGEMENTS	65
	LEVEL 3 SCHEDULE PRICE LIST.....	66

**Information for Ordering Activities
Applicable to All Special Item Numbers**

SPECIAL NOTICE TO AGENCIES: SMALL BUSINESS PARTICIPATION

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the Catalogs/Pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (<http://www.gsa.gov/fas>). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (<http://www.gsa.gov/fas>) contains information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist with ordering activities and in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area: N/A

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering Address:	Payment Address:
GSA Order Office: Federal Markets Group Level 3 Communications, LLC 8281 Greensboro Drive Suite 700 McLean, VA 22012	Level 3 Communications, LLC Department 910182 Denver, CO 80291-0182

PAYMENT INFORMATION:

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for Wire Transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance:

Ordering Phone Number: (571) 730-6587

FAX: (720) 567-1084

Email: Schedule70@level3.com

Wire Transfer:

Wells Fargo Bank

ABA Number: 121 000 248

Acct. Number: 4945097467

Swift Number: WFBIUS6S

3. LIABILITY FOR INJURY OR DAMAGE

Level 3 Communications, LLC shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by Level 3 Communications, LLC unless such injury or damage is due to the fault or negligence of Level 3 Communications, LLC.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

- Block 9: G. Order/Modification under Federal Schedule
- Block 16: Data Universal Numbering System (DUNS) Number: 07-3090917
- Block 30: Type of Contractor – C. Large Business
- Block 31: Woman-Owned Small Business – NO
- Block 36: Contractor's Taxpayer Identification Number: 47-0807040

4a. CAGE Code: 3A6U5

4b. Level 3 Communications, LLC has registered with the System for Award Management Database.

5. FOB DESTINATION

FOB Destination available in the 48 contiguous states, Washington, DC, Alaska, and Hawaii.

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The contractor shall deliver to destination within 60 days or, as negotiated between the ordering activity and Level 3 Communications, LLC. Expedited Delivery Time: Expedited deliveries will be addressed on a case-by-case basis. Overnight and 2-Day Delivery Times: Schedule customers may require overnight or two-day delivery. Contact Level 3 Communications, LLC to check on the availability of personnel to fulfill the service.

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact Level 3 Communications, LLC for the purpose of obtaining accelerated delivery. Level 3 Communications, LLC shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by Level 3 Communications, LLC in writing.)

If Level 3 Communications, LLC offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS:

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: Net 30
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions: Same discounts as all other gov't customers
- e. Use of Gov't Commercial Credit Card: None
- f. Other: 132-52 Multi-year Discounts
 - DIA only:
 - 2 year: 5% 3 year: 10%
 - HSIP only:
 - 2 year: 5% 3 year: 10%

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: N/A

10. SMALL REQUIREMENTS:

The minimum dollar value of orders to be issued is \$50.00.

11. MAXIMUM ORDER:

All dollar amounts are exclusive of any discount for prompt payment.

Special Item Number 132-51 – Information Technology (IT) Professional Services
Special Item Number 132-52 – Electronic Commerce (EC) Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATIONS STANDARDS REQUIREMENTS

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activity, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. CONTRACTOR TASKS/SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- a. Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- b. Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- c. Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- d. Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- e. Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- f. Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g. Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- h. Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- i. Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- j. Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

- k. Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the Government's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!®

GSA Advantage!® is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage!® will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage!® by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsa.gov/fas>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) – referred to as open market items – to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states, Alaska, Hawaii, and the District of Columbia, except as indicated below: None

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAS)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

Not applicable for the Items Offered Under this Contract

The EIT standard can be found at: www.Section508.gov.

24. PRIME CONTRACTORS ORDERING FROM FEDERAL SUPPLY SCHEDULES

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective -
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND ELECTRONIC
COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering office.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specific targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. Level 3 Communications, LLC shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. Level 3 Communications, LLC agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
 - c. Any Level 3 Communications, LLC travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1)The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

Level 3 Communications, LLC shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this contract. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Level 3 Communications, LLC access to all facilities necessary to perform the requisite IT/EC Services.

9. INDEPENDENT CONTRACTOR

All IT/EC Services performed by Level 3 Communications, LLC under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

Level 3 Communications, LLC, upon completion of the work ordered, shall submit invoices for EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by-

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

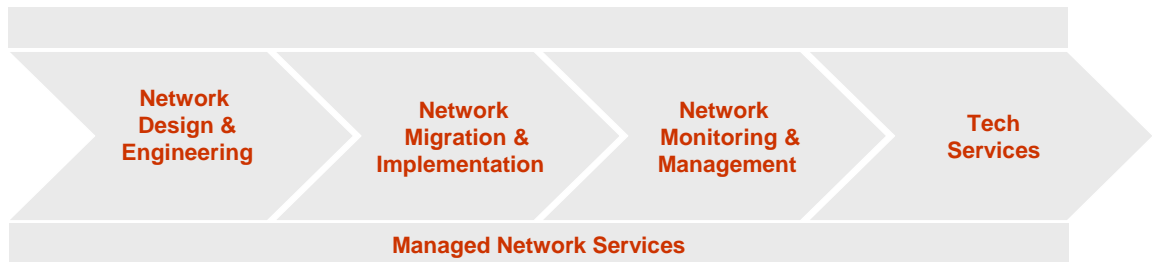
PRODUCTS AND SERVICES

PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. PROFESSIONAL SERVICES OVERVIEW

The Level 3 Professional Services offering provides businesses with custom solutions that cover every stage of network growth. We can help you plan, deploy, optimize, manage, and run your network infrastructure – regardless of its complexity or business needs. Our expertise and business-centric approach will help you reduce costs, manage complexity, and boost your competitive edge.

Level 3's comprehensive services consist of project and consulting services for every stage of network growth or managed network services for complete lifecycle management. The portfolio includes:



- Network Design and Engineering Services – We resolve issues affecting the performance and health of your network, prepare for changes in your business, or better manage the costs associated with your communications needs. We can identify assets, bottlenecks, configuration problems, maintenance challenges, and pinpoint opportunities to enhance operational efficiencies. We develop end-to-end network design plans across all major technologies and vendors to address specific network objectives and constraints. The result is a baseline network design recommendation as well as multiple pieces of documentation that fully support the network design.
- Network Implementation and Migration Services – We perform simple cutovers to major network migrations, conversions, and implementations, and we will plan and execute an entire deployment strategy from start to finish: We identify the goals, define the migration process, develop schedules and checklists, and manage the implementation.
- Custom Network Monitoring and Management – We provide 24 x 7 proactive monitoring and management of customer networks via our Customer Network Control Center. Use of our shared environment ensures the most cost-effective services possible.

- The Level 3® Tech Services offering (see definition below) – We deliver responsive, on-going network support, including "smart hands" maintenance support, parts logistics support, and other value-added services to support lifecycle engineering for management and maintenance of customer network assets.
- Managed Network Services – Our complete network lifecycle management offering includes an “as-is” state assessment and audit, architecture design and engineering, implementation, as well as monitoring and management of the solution. We will bundle several network services to build a core network capable of supporting multiple, logically separate, wavelength, private line and IP VPN connections at the edge. The network may comprise the following elements: (a) dark fiber equipment; (b) wavelength and ADM equipment; (c) an MPLS network core; (d) RFC 2547 IP VPN enabled edges available at customer designated POP sites, including data centers or service management centers (SMCs); (e) IP VPN network interconnection to third-party carriers; (f) end-customer connectivity directly into the network, and; (g) connectivity to other internal locations.

2. PROFESSIONAL SERVICES DESCRIPTION

The Level 3 Professional Services offering can be best described as a “toolkit” of service options combined to create unique customer solutions. It is important to understand each capability to effectively apply Level 3 Professional Services resources to create desired customer solutions. The service options are defined in the table below. It is important to note that these services can be combined together or sold standalone to meet specific customer needs.

3. PROFESSIONAL SERVICES - SERVICE COMPONENTS AND CONFIGURATIONS

Service Option	Definition
Project Management	Utilize established project management methods defined by ISO 9001 and Project Management Institute (PMI) techniques to plan and control network projects, including: <ul style="list-style-type: none"> • Workflow Processes • Task Timeline and Key Milestone schedules • Project Budget (headcount, capital, and other) • Project Review (identify, escalate and resolve) • Implementation, Capacity Planning, and Business Reviews
Design Consulting	Develop customer requirements for carrier-class IP, VoIP, switched data, optical data long-haul, and metro networks, including: <ul style="list-style-type: none"> • Requirements Definition (goals) • Vendor-Neutral Network Design (hardware network topology and protocol recommendation) • Network Design (specific to selected vendor, features, and configurations)
Hardware Evaluation and Recommendation	Equipment vendor selection (based on past experience or RFI)

Service Option	Definition
Engineering Consulting	Develop procedures to order, stage, and install equipment and circuits, including: <ul style="list-style-type: none"> • Installation Procedures (physical install standards, wiring, cross-connect standards, and labeling standards for long-term maintenance) • Acceptance Test Plan (document containing test-case scenarios used to validate and certify that the network is installed according to the required specifications) • Prototype (equipment configurations built in a staging facility to work out cable lengths, routing, test, install procedures, etc.) • Staging Procedure Documentation: <ul style="list-style-type: none"> ○ Labeling, configuration, testing and installation documentation for each piece of hardware, including custom components • Asset Management Procedures (such as serial number and circuit tracking, packing, shipping, and insurance rules)
Implementation	Deploy sites according to specs developed in design and engineering (or customer developed), including: <ul style="list-style-type: none"> • Site Survey: Affirm site readiness for installation and estimation for installation-related material and ancillary gear needed to accommodate equipment • Staging: Leverage procedures developed in engineering to unpack, inspect, inventory, repack, and ship equipment to site • Installation: Leverage staging procedure or site engineering package to rack, mount, wire, and power all hardware and connections • Acceptance Testing: Perform basic and acceptance testing on all systems and circuits, update as-built drawings, and turn over to customer for operation
Operations	Ongoing short- or long-term, dedicated or shared, support for customer-owned networks, including: <ul style="list-style-type: none"> • Customer Network Control Center (CNCC) Facilities • Start-Up Activities (configure CNCC routers/equipment, circuits, etc.) • Operations Manual Development • Proactive Network Monitoring (Tier 1 and 2) • Fault Identification and Isolation • Service Provider Dispatch and Escalation Management • Custom Reporting (outages, SLOs, etc.)
Level 3 Tech Services	<ul style="list-style-type: none"> • Local, on-site support (customer site in Level 3 colocation facility or non-Level 3 facility) of carrier-grade equipment for break/fix activities and basic installation (move, add, and change MAC) in the U.S.
Parts Logistics	<ul style="list-style-type: none"> • Customer spare parts and logistics storage, inventory control, forecasting, coordination, tracking, and reporting
Center Manager - PM	<ul style="list-style-type: none"> • Responsible for day-to-day management of center operations. • Manage implementation and oversight of specific government contracts • Plan, coordinate and manage actions taken in center to ensure compliance with government program objectives. • Integrate all functions and activities necessary to meet program requirements. • Plan and implement actions by Center (Program) team to define and implement technical baseline. • Plan and implement actions by the program team to define and implement technical baseline and meet program quality requirements • Direct program team personnel, manage cost and schedule, ensure contract compliance, and serve as principal customer interface.

Service Option	Definition
Team Developer/ Assistant Manager/ Supervisor	<ul style="list-style-type: none"> • Manages a team of agents. Ensures individual agents are performing against targets, reviewing performance and coaching/training agents. • Meets on regular basis with Manager to provide feedback and receive instructions. • Assists in the recruitment of new agents. • Works on specific projects for the center. • Must demonstrate strong leadership and communication skills.
Contact Center Agent	<ul style="list-style-type: none"> • Responsible for handling customer inquiries and problems. • Under general supervision define problem and implement corrective action to resolve – resolve problem or escalate to appropriate servicing entity. • Establish and meet customer expectation at every interaction. • Responsible for performing routine customer support for equipment, services, or programs. • According to organization guidelines maintain logs, records and files.
Training Specialist	<ul style="list-style-type: none"> • Responsible for development and administration of training programs. • Works closely with clients to transfer knowledge and skill sets to team members. • Analyzes program requirements to ensure material addresses needs. • Develops and delivers training curriculum for new hires and in place team members. • Creates ad hoc training programs to address changing program needs. • Develops web and desktop aides to educate users and mitigate knowledge gaps. • Updates and maintains personnel training records.
Workforce Scheduler	<ul style="list-style-type: none"> • Using historical data establishes and forecasts staffing levels for operations. • Assists executive management in planning shift schedules to ensure adequate coverage during all business hours. • Creates models to assist in forecasting and logs results against forecasts.
Quality Assurance Analyst	<ul style="list-style-type: none"> • Establishes and maintains a process for evaluating customer interactions and CSR performance. • Interprets relevant metrics to ensure compliance with SLAs. • Coaches and develops staff to drive continuous improvement. • Determines the resources required for quality control. • Performs formal and informal reviews of SOPs and practices at pre-determined points. • May provide daily supervision and direction to support staff. • Strong database query and analysis skills • Must be able to gather data, and perform analytics.
Business Analyst	<ul style="list-style-type: none"> • Develops and analyzes metrics, performance measurements, requirements, and recommendations related to management, policy/procedures to help accomplish goals. • Perform different forms of knowledge transfer to assist team members. • Develop technical functional specifications, produce deliverables and assist in support and system enhancements. • Demonstrates excellent written and oral communication skills and deep understanding of customer service operations.

Service Option	Definition
Contact Center Tech Support	<ul style="list-style-type: none"> • Provides support activities within the contact center involving installation, modification and repair of complex equipment and systems. • Preventative maintenance of PCs and peripherals. • Day-to-day technical support of network, infrastructure and internal desktop systems software and hardware. • Install, configure and troubleshoot desktop systems, workstations, servers and network devices. • Installation and testing of equipment to ensure proper functionality. • Maintains passwords, data integrity and file system security for desktops. • Communicates highly technical information to both technical and non-technical personnel. • Assists in determining suitable software to meet user needs. • Recommends hardware and software solutions. • May participate in development of IT and infrastructure projects. • May conduct user training to upgrade team skills on both COTS and proprietary solutions. • Troubleshoot and isolate malfunctions and take corrective action. • Maintain logs, records and files.

4. ADDITIONAL PROFESSIONAL SERVICES TERMS AND CONDITIONS

Billing and Payment

Due to the dynamic nature of charge applications, Level 3 Professional Services will be billed manually on a standalone invoice. Network service customers will receive a separate bill for Level 3 Professional Services and network services. Billing is contract-driven, and charges can be based on billable labor hours, completion of milestone deliverables, predefined monthly-recurring, and/or vendor equipment/supply pass-through charges. All invoices are produced via a manual process based on hourly labor tracking, expense tracking, third-party vendor invoice reconciliation, and predetermined monthly and/or annual charges. Billing may take place monthly or upon predetermined project milestones as dictated by the customer's contract. All "usage" charges are billed in arrears, and all predetermined monthly- and annual-recurring charges are billed in advance.

Service Management

Once a contract has been executed, a Level 3 Professional Services Project Manager (PM) is assigned to the project. The PM will be responsible for establishing the project plan and associated billing milestones in agreement with the customer. The PM will provide regular project status updates throughout the project and ensure customer approval on deliverables. The PM will confirm invoice amounts prior to these being sent to the customer. For projects which have a Monthly-Recurring Revenue (MRR) component, such as the Level 3 Tech Services offering, an assigned Account Manager will ensure that invoices are accurate prior to submission to the customer.

Pricing

The Level 3 Professional Services offering provides customized solutions based on customer needs and requirements. With the exception of the Level 3[®] Tech Services offering (see specific information below, pricing is always presented as budgetary based upon the estimated project scope and timeline, however, it will be billed as actual cost based on the agreed upon pricing methodology (cost + 10 percent, hourly rate, etc.).

5. LEVEL 3 TECHNICAL SERVICES

Basic Consolidated Level 3 Technical Services Maintenance Offering:

- Tier 1 and 2 (staffed facilities)
- ILA/Regen Sites (un-staffed facilities)

Level 3 Technical Services SLAs:

	Business Hours	After Hours
Tier 1	1 hour	2 hours
Tier 2	2 hours	4 hours
ILA	4 hours	4 hours

Level 3 Technical Services Pricing:

	Business Hours		After Hours	
	Scheduled	On-Demand	Scheduled	On-Demand
Tier 1 & Tier 2	\$200	\$250	\$275	\$325
ILA*	\$300	\$350	\$350	\$400

Fees billed in 15-minute increments.

*Annual recurring retainer of \$3,500 for any ILA/Regen sites.

Level 3 Technical Services Bundled Pricing:

Minimum Monthly	Discount Off Hourly Rate
50	10%
100	15%
150	20%
200	25%
250	30%

ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)

1. DESCRIPTION OF ELECTRONIC COMMERCE (EC) SERVICES

One of the key factors making Level 3 so valued among the world's top communicators is self-sufficiency through services that reinforce one another.

As shown by the diagram below, each Level 3 service is enabled by an underlying network layer owned and operated by Level 3, and this is true from the top layer (which relies on Level 3's patented Softswitch) all the way to the bottom layer (which relies on the conduit, facilities and fiber owned and operated by Level 3).

Softswitch Layer

- Level 3® One Plus
- Level 3® Domestic Voice Termination
- Level 3® Int'l Voice Termination
- Level 3® Toll Free
- Level 3® E-911 Direct
- Level 3® Local Inbound
- Level 3® VoIP Enhanced Local
- Level 3® Managed Modem

Public Internet Layer

- Level 3® High Speed IP
- Level 3 Dedicated Internet Access

IP Backbone Layer

- Level 3® IP VPN
- Level 3® Ethernet VPN
- Level 3® Metro Ethernet Private Line

SONET/SDH Transport Layer

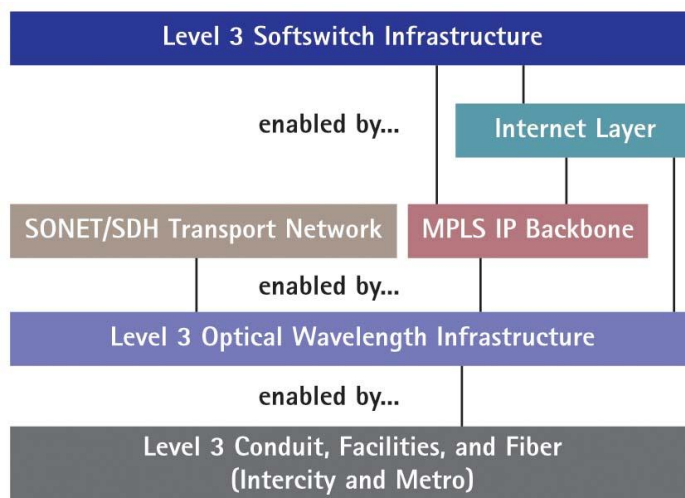
- Level 3® Intercity Private Line
- Level 3® Metro Private Line

Optical Wavelengths Layer

- Level 3® Intercity Wavelength
- Level 3® Metro Wavelength

Core Infrastructure Layer

- Level 3® Intercity Dark Fiber
- Level 3® Metro Dark Fiber
- Level 3® Colocation



1. Global Infrastructure Services

a. (3)Center® Colocation

Level 3 is the world's largest carrier-neutral colocation source, providing flexible choices for space and connectivity in a highly controlled environment. With 73 Gateway facilities, Level 3 serves 57 markets in North America and nine cities in Europe. (3)Center Colocation customers can cross-connect to any other customer or service provider within a Level 3 Gateway, interconnect to service providers in the building via Level 3 risers, or choose carriers from a published list. Space options include cabinets, private suites (standard or custom), stand-alone data centers, raised floor, rooftop, or raw space.

2. Transport Services

a. (3)Link® Private Line

(3)Link Private Line offers fully route- and equipment-diverse service for customers who require dedicated capacity between two or more locations in North America and Europe. Whether the locations are in the same city, across a country, or between continents, (3)Link Private Line service guarantees 99.99% up-time because the Level 3 Network features complete diversity. And with tight control over network architecture, Level 3

provides customers with access to a proprietary tool for verifying (and pricing) available capacity (DS-3 to OC-48/STM-16). When a (3)Link Private Line order goes through, Level 3 uses this same tool to provision the service – usually in 10 days or less. With this functionality, customers can better align network expenses and revenue while exercising heightened control over network management.

b. (3)Link® Private Line Metro

(3)Link Private Line Metro (on-net) service rides on Level 3's wholly owned metro network infrastructure, giving customers 99.99% network availability in North American and European metropolitan markets. Through strong third-party network provider relationships, Level 3 can extend network reach to customer locations. (3)Link Private Line Metro customers can open up new markets for their customers by using multiple access options, (3)Center Colocation, and complementary Level 3 services. And with Level 3's proprietary network analysis and provisioning technology, (3)Link Private Line Metro customers can better align their network expenses with revenue and exercise greater control over network management.

c. (3)Link® Cross Connects

For end-to-end service from Level 3, the last few feet of the “last mile” receive the same careful attention as the rest of the network. Called (3)Link Cross Connects, this service accommodates a range of access options. Whether a customer needs a close connection or a link that spans floors of a building, (3)Link Cross Connects ensures the complete chain does not have a weak link. And Level 3 is carrier neutral, so customers can provide their own access or fiber into our facility to connect to the Level 3 backbone.

d. (3)Link® Wavelength

(3)Link Metro Wavelength service is a high-speed, metro transport solution providing dedicated connections between on-net locations with 2.5 Gbps or 10 Gbps service options (protected or unprotected). (3)Link Metro Wavelength service rides directly on Level 3's wholly owned WDM (Wave Division Multiplexing) and fiber infrastructure. The service is available in any of Level 3's 36 metro area networks in the U.S.

The (3)Link Intercity Wavelength offering is an optical, point-to-point, unprotected service at 2.5 Gbps or 10 Gbps. Customers can use several access options, including (3)Link Dark Fiber or (3)Link Metro wavelength services. (3)Link Intercity Wavelength service is available in North America .

3. IP Services

a. High Speed Internet Access®

High Speed Internet Access is Level 3's Tier 1 Internet access service — an IP transit platform that provides the global performance, solution flexibility, and reliability that companies need to rapidly scale their Internet bandwidth. High Speed Internet Access customers, consisting of the world's largest network and content providers, count on Level 3's world-class service and support and our more than 30 year's experience innovating Internet technologies. Level 3 operates a seamless and multi-redundant global IP backbone. OC-192 direct routes span 87 markets [155 POPs] globally to move packets to their destination quickly and securely. Settlement-free peering capacity with every major IP backbone provider [now greater than 250gbps] maximizes uncongested connectivity to major and remote destinations on the global Internet. Service is available at OC-48 down through T-1 speeds from more than 500 traffic aggregation points. Level 3 excels in developing access solutions for customers and is the first network operator to leverage MPLS technology consistently for sustainable cost advantages.

b. Level (3) IP VPN Service

The network-based Level 3 IP VPN service is built upon our MPLS network and conforms to the IETF RFC2547bis industry standard co-authored by Level 3. Level 3 IP VPN service provides a secure infrastructure over which customers can pass data, voice, or video content encapsulated in an IP packet for transmission from one location to another. Network-based IP VPN technology is one of the newest WAN technologies currently undergoing mass adoption because it offers customers a more flexible and scalable solution to meet new application requirements than legacy frame relay and ATM networks.

c. Dedicated Internet Access (DIA)

DIA provides businesses with reliable, uninterrupted Internet services by connecting them to a network built for industrial-strength throughput and performance, and supported by experienced customer-facing engineers. DIA offers a suite of simple, packaged solutions for turnkey Internet access. DIA provides a variety of highly reliable, high performance Internet connections at speeds from OC-3 down through T-1 with managed router options for routers. With DIA, expanding your Internet presence nationally or around the globe with a single provider for procurement, installation, proactive management, and billing is easy and cost-effective.

4. SOFTSWITCH SERVICES

a. VIDEO SERVICES

In addition to Level 3's long history of building and operating world-class networks and offering a broad portfolio of data and voice services, Level 3 offers advertising, broadcast, and sports media solutions through its Vyvx® division. Vyvx was the first company to transmit a live broadcast over a fiber-optic network and currently provides broadcast transmission services for 80 percent of all live professional sporting events, including the Super Bowl®, World Series®, NBA and NHL Championships. Vyvx also provides the transmission for 65 percent of all live news special events, including the Academy Awards®, Golden Globe Awards, and Emmys. Vyvx provides more than 200,000 video feeds for customers annually and delivers close to 3 million spot advertisements to radio and television stations each year, as well as 600 Web casting events per month. Vyvx is the industry leader in fiber-optic, video and satellite delivery solutions. Vyvx, through its Vyvx division offers a wide range of Dedicated and Occasional Services, which makes it easy to say, When It's Video, Vyvx It!®.

2. ADDITIONAL ELECTRONIC COMMERCE TERMS AND CONDITIONS

a. Purchase Terms

1. Acceptance. The ordering activity shall accept or reject services in writing within thirty (30) calendar days after date of activation. If Level 3 Communications receives no notice of rejection within thirty (30) days, the service shall be deemed accepted.
2. Guarantee. All software furnished pursuant to the terms of this contract will be unconditionally guaranteed for defects in the disk on which the software is provided for a period of one (1) year, beginning on the first day of acceptance.

b. Utilization Limitations

The ordering activity agrees to refrain from changing or removing any insignia or lettering from the software or documentation that is provided, or producing copies of manuals or disks, except one copy for backup purposes, as allowed by the manufacturer. The ordering activity also agrees to comply with the following:

1. Title to and ownership of the software and documentation, and any reproductions shall remain with Level 3 Communications.
2. Use of the software and documentation shall be limited to use on the hardware with which it was provided at the facility for which the software is acquired.
3. For clauses 52.227-14 Rights In Data – General (June 1987) and 52.227-19 Commercial Computer Software – Restricted Rights (June 1987) are incorporated by reference as a part of this price list.

c. **Technical Services**

Level 3 Communications, without additional charge to the ordering activity, shall provide a hotline technical support number for the purpose of providing user assistance and guidance in the implementation of the services. The technical support number is available 24 hours a day, 7 days a week. The technical hotline number for EC Services is 1-877-4LEVEL3.

d. **Reserved**

e. **Service Period**

The Service Period for orders placed under this contract is through the time frame signed up to by the ordering activity end user. Minimum service periods are 12 months for most services. The commencement date is the date the service is activated by Level 3 Communications.

f. **Reserved**

g. **Liaison**

An ordering activity will designate qualified personnel to act as liaisons between the ordering activity and Level 3 Communications.

h. **Usage Rules**

An ordering activity agrees by an ordering activity to other networks connected to the Internet may be subject to the usage rules issued by such other network(s). It is the ordering activity's responsibility to ensure adherence to any such usage policies. All equipment provided on load under this contract (such as routers, cables, etc.) shall remain property of Level 3 Communications, and the ordering activity agrees to arrange for return of Level 3 Communications equipment upon expiration or termination of the connection service(s).

i. **Responsibility for Contents of Transmissions**

An ordering agency is solely responsible for the contents of its transmissions over the Internet. The ordering agency agrees to comply with US law with regard to the transmission of technical data which is exported from the United States through the service. The ordering agency further agrees not to use the service (a) for illegal purposes, or (b) to interfere with or disrupt other network users, network services or network equipment. Interference or disruptions include, but are not limited to, distribution of unsolicited advertising or chain letters, propagation of computer worms and viruses, and use of the network to make unauthorized entry to any other machine accessible via the network. Violations of the foregoing by an ordering agency may result in early termination of the service.

j. **IP Addresses**

Upon expiration of the Service Period, the ordering agency shall relinquish use of the IP addresses or address blocks assigned to it by Contractor in connection with the service. Upon request by the ordering agency, Contractor shall grant a single 60 day transition period in which the ordering agency may continue its use of the assigned IP addresses or address blocks in order to allow for an orderly transition.

k. **Reserved**

l. Security Notice

In no event shall Contractor be liable for unauthorized access to the ordering agency's transmission facilities or the ordering agency's premise equipment or for unauthorized access to or alteration, theft or destruction of the ordering agency's data files, programs, procedure or information through accident, fraudulent means or devices, or any other method.

m. Pricing Information

Fixed Prices –For services provided on a Fixed Price basis, Contractor shall invoice at a fixed monthly price basis regardless of an ordering agency's actual bandwidth usage. Upon installation of service, Contractor will issue an invoice to an ordering agency for the Activation Fee, other non-recurring fees and initial Operations Service fee.

Contractor will invoice an ordering agency for Local Exchange Carrier (LEC) and Interexchange Carrier (if any) charges in addition to service fees. Internet registration fees are the responsibility of the ordering agency and will be billed directly to the ordering agency by the InterNIC.

3. DIA SERVICE

1. Service Description. Level 3 DIA Service is an IP transit service (including dedicated IP access port(s) providing access to the Level 3 IP network and the global Internet. Level 3 DIA Service is available through Serial/POS and Ethernet interfaces. Standard Level 3 DIA Service is configured with a single Primary Port and no Backup Port.

2. Managed Router Service (Option) (See Paragraph 9). Managed Router Service is an option of the Dedicated Internet Access Service (DIA) available at various connection speeds and pricing options (all as stated in the Customer Order Form).

(A) Managed Router Service is a comprehensive solution in which the Internet access Customer Premises Equipment ("CPE") (whether provided by the Customer or by Level 3) is managed by Level 3. In the event that the customer chooses to provide its own Internet access CPE, the customer hereby does assign full operational management responsibility, including, but not limited to, full management of the logical configuration for such equipment, solely to Level 3.

(B) Upon the expiration or termination of the Service Term, Customer shall promptly return any Level 3 provided CPE to Level 3 in good working order (ordinary wear and tear excepted). In the event Customer fails to do so within thirty (30) days, Level 3 will bill Customer and Customer agrees to pay Level 3, as the case may be, \$5,000.00 or the commercial value of the equipment, whichever is higher, representing the agreed-upon value of the equipment.

(C) Where Services are provided outside of the United States, Level 3 may pass title to certain Facilities to Customer (as specified in the Customer Order, or as otherwise agreed to in writing between the parties). In the event title is passed to Customer, Customer shall: i) be responsible for all required authorizations and licenses required respecting such Facilities; and ii) (a) re-convey title to and ship, at Customer's expense, such Facilities back to Level 3 at the conclusion of the Service Term in good working order, ordinary wear and tear excepted (and pay Level 3 the costs of repair or replacement if not so returned), or (b) destroy such Facilities, certify the same to Level 3 and pay Level 3 such Facilities' fair market value. Customer will be required to pay Duty and VAT for all CPE and Facilities provided with Internet Advantage International Service.

3. Charges. Customer will be billed based on a Fixed Rate. The manner of billing selected will be set forth in each Customer Order. Fixed Rate charges for Level 3 DIA Service consist of two (2) components: (a) a non-recurring installation charge per port; and (b) a monthly recurring port charge. Managed CPE services have hardware and service support charges with both non-recurring and monthly recurring components as well as optional support features at additional charges.

4. IP Addresses and Domain Names. In the event that Level 3 assigns to Customer an IP address as part of the provision of Service, such IP address shall (upon Level 3's request and to the extent permitted

by law) revert to Level 3 after termination of the applicable Customer Order for any reason whatsoever, and Customer shall cease using such address. At any time after such termination, Level 3 may re-assign such address to another user. In the event that Level 3 obtains for Customer a domain name (which may be required in some European jurisdictions), Customer shall be the sole owner of such domain name. Customer shall be solely responsible for:

- (A) Paying any fees (including renewal fees) relating thereto;
- (B) Complying with any legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority;
- (C) Modifying such domain name in the event Customer changes service providers; and

(D) all third party claims (including claims for intellectual property infringement) relating thereto, and Customer shall indemnify and hold Level 3 harmless from all such claims and expenses (including legal fees and court costs) related thereto.

5. IP Fiber Extensions.

(A) Pursuant to a Customer Order submitted by Customer and accepted by Level 3, the parties may agree that Level 3 will provide Customer with an IP Fiber Extension as part of the local access solution for any Level 3 DIA Service provided hereunder. Level 3 will invoice Customer, and Customer agrees to pay Level 3, the charges associated with any such IP Fiber Extension as set forth in the applicable Customer Order. Unavailability or degradation of Level 3 DIA Service caused by or attributable to IP Fiber Extensions shall be considered Excused Outages. The foregoing notwithstanding, Level 3 will use commercially reasonable efforts to respond to any such unavailability or degradation (on Level 3 Facilities) associated with any IP Fiber Extension within four (4) hours after becoming aware of the same and shall use commercially reasonable efforts to repair traffic-affecting discontinuity within twelve (12) hours after Level 3's representatives arrive at the problem site and have the ability to begin uninterrupted repair activities.

(B) Level 3 shall have the right to supervise and control in a reasonable manner all activities concerning any IP Fiber Extension provided hereunder, including, without limitation, all Level 3 manholes/handholes. Any work required by Customer respecting any IP Fiber Extension provided hereunder, including without limitation, (i) splicing the Customer fibers, and (ii) interconnection between the Customer network and the Level 3 network, shall be undertaken only by or (with Level 3's consent) under the supervision of Level 3.

(C) Prior to delivery of any IP Fiber Extension, Level 3 shall test the dark fiber contained in such IP Fiber Extension in accordance with the then-current version of Level 3's interconnection policies and guidelines.

6. Service Levels

(A) Installation Service Level. Level 3 will exercise commercially reasonable efforts to install any Level 3 DIA Service on or before the Customer Commit Date specified for the particular Level 3 DIA Service. This Installation Service Level shall not apply to Customer Orders that contain incorrect information supplied by Customer or Customer Orders that are altered at Customer's request after submission and acceptance by Level 3. In the event Level 3 does not meet this Installation Service Level for a particular Level 3 DIA Service for reasons other than an Excused Outage, Customer will be entitled to a service credit for each day of delay equal to the charges for one (1) day of the allocated port MRC for the affected Level 3 DIA Service port(s), in each case up to a monthly maximum credit of ten (10) days.

(B) Availability Service Level. The Availability Service Level for Level 3 DIA Service is 99.98% for Standard Level 3 DIA Service. Standard Level 3 DIA Service is considered unavailable if the Primary

Port is unable to send or receive traffic. If credits are due under this Availability Service Level for a particular unavailability event, Service credits will not be payable under Section 7(C) or 7(D) for the same unavailability event. In the event that Level 3 DIA Service becomes unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the port MRC for the affected Level 3 DIA Service port. Service credits are based on the cumulative unavailability of the affected Level 3 DIA Service port in a given calendar month as set forth in the following table:

For Standard Level 3 DIA Service:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 – 00:10:00	No Credit
00:10:01– 00:45:00	5%
00:45:01– 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 –12:00:00	30%
12:00:01 –16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

(C) Delay Service Level. The Delay Service Level for Level 3 DIA Service is as set forth in the following table:

Route	Delay Service Level
Intra- U.S.	25 ms
Intra-Europe	15 ms
London to New York, NY	40 ms

The Delay Service Level is measured as an average one-way delay over a calendar month for traffic on the Level 3 network between Gateways. Delay measurements may be obtained from the Level 3 website at www.level3.com. In the event of a delay in excess of the Service Levels set forth above for reasons other than an Excused Outage, Customer will be entitled to receive a service credit off of the port MRC for the affected Level 3 DIA Service port (if applicable). Service credits, in each case, are as set forth in the following table:

Amount of Delay in Excess of Service Level	Service Level Credit
0.1 – 5 ms	10%
5.1 – 10 ms	20%
10.1 – 15 ms	30%
15.1 – 20 ms	40%
20.1 – 25 ms	50%
25.1 ms or greater	100%

(D) Packet Delivery Service Level. The Packet Delivery Service Level for Level 3 DIA Service is 99.95% for On-Net traffic between Gateways. Packet Delivery is the average number of Internet Protocol (“IP”) packets of information that transit the Level 3 network and are delivered by Level 3 to the intended On-Net destination in a calendar month. Packet Delivery measurements may be obtained from the Level 3 web site at www.level3.com. In the event Level 3 does not meet the Packet Delivery Service Level for reasons other than an Excused Outage or as a result of any Off-Net Local Loop (whether provisioned by Customer or Level 3), Customer will be entitled to receive a service credit off of the port for the affected Level 3 DIA Service port (if applicable). Service credits, in each case, are as set forth in the following table:

Packet Delivery	Service Level Credit
99.5 – 99.949%	10%
99 – 99.49%	20%
98 – 98.99%	30%
97 – 97.99%	40%
96 – 96.99%	50%
95.99% or less	100%

7. **Chronic Outage.** Customer may elect to terminate an affected Level 3 DIA Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, the Standard Level 3 DIA Service is unavailable (as defined in Section 7(B) above) for three (3) or more separate occasions of more than twelve (12) hours each OR for more than forty two (42) hours in the aggregate in any calendar month.

Customer may only terminate such Level 3 DIA Service that is unavailable as described above, and must exercise its right to terminate the affected Level 3 DIA Service under this Section, in writing, within thirty (30) days after the event giving rise to a right of termination hereunder, which termination will be effective as set forth by Customer in such notice of termination. Except for any credits that have accrued pursuant to Section 7, this Section 8 sets forth the sole remedy of Customer for chronic outages or interruptions of any Level 3 DIA Service.

8. **Resale Restriction.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Level 3 DIA Service or any ports provided pursuant to this Service Schedule to a third party without the express written consent of Level 3.

9. **Service Description.** Level 3 MRS is a comprehensive solution in which Internet access Customer premises equipment (“CPE”) is provided by either the Customer or Level 3, but in all cases is managed and maintained by Level 3. In the event that the Customer chooses to provide its own Internet access CPE, the customer hereby: (1) assigns full operational management responsibility for such equipment solely to Level 3; (2) warrants and represents that the equipment provided is not in “End of Life” (EOL) status with the manufacturer; and (3) acknowledges that any EOL CPE may impact or compromise Level 3’s ability to manage the device.

Upon the expiration or termination of the Service Term, Customer shall promptly return any Level 3 provided CPE to Level 3 in good working order (ordinary wear and tear excepted). In the event Customer fails to do so, Level 3 will bill Customer and Customer agrees to pay Level 3, as the case may be, the CPE’s fair market value (if the same is not returned to Level 3 within thirty (30) days of the date of termination) or the cost to repair the CPE, if the same is returned to Level 3 other than in good working order (ordinary wear and tear excepted).

(1) **Charges.** Customer will be billed based on a Fixed Rate. The manner of billing selected will be set forth in each Customer Order. Fixed Rate charges for Level 3 MRS consist of two (2) components: (a) a non-recurring installation charge; and (b) a monthly recurring charge.

(2) **IP Addresses and Domain Names.** In the event that Level 3 assigns to Customer an IP address as part of the provision of Service, such IP address shall (upon Level 3’s request and to the extent permitted by law) revert to Level 3 after termination of the applicable Customer Order for any reason whatsoever, and Customer shall cease using such address. At any time after such termination, Level 3 may re-assign such address to another user. In the event that Level 3 obtains for Customer a domain name (which may be required in some European jurisdictions), Customer shall be the sole owner of such domain name. Customer shall be solely responsible for:

(A) Paying any fees (including renewal fees) relating thereto;

(B) Complying with any legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority;

(C) Modifying such domain name in the event Customer changes service providers; and

(D) all third party claims (including claims for intellectual property infringement) relating thereto, and Customer shall indemnify and hold Level 3 harmless from all such claims and expenses (including legal fees and court costs) related thereto.

Chronic Problem Resolution. In the event Customer or Level 3 determines that the MRS is being affected by a continuing error, conflict or trouble report, or similar issue (a "Chronic Problem"), Customer shall resolve any Chronic Problem by taking whatever steps are deemed necessary to rectify the same, including, but not limited to: (i) removing or modifying the existing MRS configuration (or requesting Level 3 to remove the same); (ii) replacing the Customer's equipment providing MRS should that be deemed necessary; (iii) notwithstanding the Chronic Problem, requesting Level 3 to proactively continue monitoring the relevant service until the Chronic Problem is resolved to Level 3's and the Customer's satisfaction; or (iv) requesting Level 3 to take any necessary action to prevent the alerts from being displayed (meaning Level 3 will not respond to future instances of the defined Chronic Problem at the Customer's request).

If Customer has not remedied the Chronic Problem within thirty (30) days, then Level 3 may continue to monitor the relevant component and charge the Customer a "per alert" response fee for as long as the Chronic Problem remains, or take any necessary action to prevent the monitoring alerts from being displayed. In all cases, isolating Chronic Problems may impact other elements of Service, and Level 3 activities respecting Chronic Problems may result in additional charges. Customer shall not be entitled to any rebate or reduction of fees for the affected component.

Service Levels. The following Service Levels are applicable to MRS.

(A) **Management Service Level.** For change requests received and authenticated by Level 3 prior to 6 P.M. local time on a business day, Level 3 will affect the configuration changes to be completed by the close of the following business day. All such change requests must be made through Level 3's Customer Service Online system or by dialing 1-877-321-5465. This Service Level does not apply to service additions or deletions, any delay caused by an Excused Outage, configuration change requests requiring the addition or removal of security gateway services or any items that are considered the Customer's responsibility, including but not limited to, user and group configurations. This Service Level does not apply until thirty (30) days after the Service Commencement Date. If Customer requests a change for supported services that are covered by this Service Level and the same is not completed by Level 3 within the time period provided above, Customer will be eligible for a credit of 1/30th of the monthly service fee for the policy in question, with a maximum of one credit per day.

(B) **Response Service Level.** Level 3 will respond to Customer requests or network events not caused by an Excused Outage according to the following schedule:

Severity Level*	Mean Time to Respond**
Severity 0	15 minutes
Severity 1	1 hour
Severity 2	1 business day
Severity 3	4 business days

* Severity levels are determined by Level 3. Generally, Severity 0 results when multiple sites are completely down, Severity 1 results when a single site is completely down, or degradation is occurring at multiple sites, Severity 2 occurs when service is degraded at a single site and Severity 3 is all other situations. If a severity level changes, the response time restarts.

** Mean Time to Respond is defined as the arithmetic mean, and all occurrences for a severity level will be averaged over a calendar day.

MRS includes on-site response. Field technicians are dispatched in response to platform issues at the discretion of the Level 3 Network Operations Center. From the time of dispatch, a field technician will arrive on site the next business day, defined as the 24-hour period commencing at 6:01 P.M. and ending at 6:00 P.M. local time the next business day, Monday through Friday, excluding holidays. In the event that the dispatched field technician does not arrive on-site within the specified time period for a given calendar day for reasons other than an Excused Outage, the Customer will be eligible for a service credit equal to 1/30th of the monthly service fee for the affected site, with a maximum of one credit per day per site. Credits will be on a per site basis for the affected site only. The Response Time Service Level covers time to respond only as defined herein and does not guarantee mean time to resolution nor mean time to repair metrics.

(C) **Maintenance Service Level** Customers are eligible for a Maintenance Service Level of 99.5% daily availability. Availability is the ability of a router to accept connections and pass traffic during a given calendar day. The functionality and connectivity of individual instances of the Customer and end-users is not covered by this Service Level. Availability does not cover outages caused by Excused Outages, Customer-initiated changes to the network environment, architectures, or router configuration. It also does not apply to intentional shutdowns due to emergency intervention initiated during security related incidents or the failure of individual security services (e.g. HTTP). In addition, network performance degradation or failure due to incorrect bandwidth or IP address selection by the Customer or failure of connectivity not does not constitute failure under this Service Level.

Should Customer experience and report a complete CPE outage for a qualifying configuration in any given month, Level 3 will investigate the incident to determine if availability during the day in question dropped below the level stated above. If Level 3 determines that an MRS system failure was responsible for the outage for reasons not excluded by this Section, Customer will receive a service credit equal to 1/30th of the monthly service fee(s) for the failed device(s), with a maximum credit of one day per device.

4. ENTERPRISE VOICE – LOCAL SERVICES

1. **Service Description.** With Service, Level 3 provides termination and origination of calls within Customer's LATA (traffic deemed to be local as well as IntraLATA toll). Service may be delivered via a Business Line, Centrex Services, Primary Rate Interface ("PRI") or T1 Circuit as defined below. Long Distance Voice and 8XX Toll-Free service may be available for order by the Customer; pursuant to the Enterprise Voice Long Distance, Toll-Free and Enhanced Toll-Free Service Schedule.

2. **Configurations and Applications.** Local Voice Services may be used as local and long-distance voice access service to serve single or multi-station enterprise premises telephony equipment, such as phone sets, key systems and IP-PBXs. Local Voice Services are available only to single, distinct enterprises who will utilize the service for customary, normal, and reasonable business use. Under no circumstances will Local Voice Services be available for wholesale or resale applications, or any other applications save for the enterprise applications described herein.

- A. **T1.** With twenty-four (24) voice channels, T1 supports multiple configurations: DOD, DID, channelized DIOD and standard DIOD, customized to meet Customer's application needs. Direct Outward Dial ("DOD") delivers outbound (1+, terminating) local, toll and/or Long Distance traffic to the applicable location (Long Distance Voice and 8XX Toll Free services shall be provided in accordance with the Long Distance Voice Supplement). Direct Inward Dial ("DID") delivers inbound traffic to Customer's equipment/platform, or Circuit. Channelized Direct Inward/Outward Dial ("Channelized DIOD") guarantees a specific number of channels to be either inbound and/or outbound. Standard Direct Inward/Outward Dial allows all channels to dynamically support both inbound and outbound traffic.
- B. **PRI.** PRI Circuits configuration is ISDN, twenty-three (23) B channels for transport and one (1) D channel for signaling. PRI supports voice and data traffic, enhanced 911, and caller ID. Channelized DIOD service is not available with PRI service.

- C. **BRI.** Basic Rate Interface ("BRI") service is ISDN, two (2) B channels for transport and one (1) D channel for signaling. Each bearer channel represents a 64kbps channel and each data channel represents a 16kbps signaling and control data stream. The "B" channels carry voice and data traffic. The "D" channel provides out of band signaling for call setup, and provides other features like Caller ID.
- D. **Business Line.** Business line (or POTS, for plain old telephone service,) provides a single, two-wire, voice-grade telephone communications channel that can be used to place or receive one call at a time. A POTS line connects a single station set, facsimile machine, or modem to the public switched telephone network ("PSTN") or the Level 3 network and delivers outbound (1+, terminating) local, toll and/or Long Distance traffic to the applicable location (Long Distance Voice and 8XX Toll Free services shall be provided in accordance with the Long Distance Voice Supplement).
- E. **Centrex.** A Centrex system is a group of telephone extensions, or stations, in one or more locations, connected to a central office switch. Centrex provides sophisticated telephone service using the switching and data storage capabilities of the Level 3 central office in lieu of on-premises switching equipment. The following types of Centrex services are available from Level 3:
 - 1. Analog
 - 2. Digital (1B+D)
 - 3. Digital (2B+D)

Level 3 will provide access to the normal and reasonable use of Level 3 Business Solutions' central office switching equipment associated with the use of the Centrex product. This includes the block of reserved telephone numbers used in the IDP. In addition, Level 3 will provide connectivity for each station from the central office to the point of Demarcation (the "station line"). Station lines may be of an analog and/or digital. The analog facility is essentially a POTS line. The digital facility is essentially a BRI.

Level 3 will create an individualized dialing plan for each Centrex system which permits abbreviated direct dialing between intra-company stations at one or more locations within the same rate center. Station-to-station calls within the same Centrex system and within the same rate center do not incur usage charges. For calls between intra-company Centrex stations that originate and terminate in different rate centers in the same LATA, an optional Extended IDP feature is available which eliminates usage charges for these calls as well.

Level 3 On-Switch Centrex is a facilities-based service only therefore all locations must be served by Level 3. In addition, all locations on a single dialing plan must be served by the same Level 3 central office switch and be located within the same rate center. All locations must be 7 or more lines.

3. **Customer Equipment Required.**

- A. **T1, PRI or BRI.** For all Circuits, Customer must have a digital PBX with the appropriate interface card to support either PRI or T1.
- B. **Centrex, BRI or POTS.** Because Level 3 Centrex, BRI and POTS are CO-based services, in most cases only station and related equipment wiring is required at the customer premises. The customer is responsible for securing both the station equipment and related equipment and the installation services and materials for the related wiring. Whenever possible, Level 3 will provide vendor recommendations and coordination assistance.

For Digital Centrex/BRI Applications, CPE equipment configurations must be defined. These configurations define what function will be performed by each button on the digital electronic telephone set. Due to the complexity of the initial provisioning and ongoing maintenance of these configurations, there is a limit of three (3) unique CPE configurations per Centrex/BRI system.

A local power source is required for the CPE used with Digital Centrex/BRI services. In addition, network termination devices ("NT-1s") are required to provide an interface between digital CPE and the Level 3 network. These devices, if not built into the phone set chassis, will require space at the customer premise. Often, a common location at the customer premise is used for both the NT-1 devices and the power source.

4. **Pricing.** In addition to the applicable non-recurring charges, rates for Service consist of (i) per-minute usage charges, including local, local toll (IntraLATA), Long Distance (IntraState & InterState) and toll free (which shall be provided in accordance with the Long Distance Voice Services Schedule) and (ii) monthly recurring charges for the port, loop, DID and optional features. Customer may elect either local flat, local measured or local message port monthly recurring charges. Flat rates allow unlimited local calling, based on the local calling area of the billed telephone number ("BTN") per month per DS-1 Circuit. Flat rated Service does not include IntraLATA toll, IntraState or InterState traffic; which incur separate usage charges. The measured rate plan includes a port and loop MRC and per-minute usage charges. The message rate plan includes a port and loop MRC and per call usage charges. Rates are specified in the applicable Service Order or tariff.
5. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable Level 3 Communications tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).
6. **Traffic Rating.** Voice usage rating is based on the origination and termination point of the traffic. Termination is based on geographic location using the specific rate center(s) of the called party's NPA/NXX. To determine originating call jurisdiction, Level 3 will utilize different methods depending on T1 or PRI service. Customer may not, in any case, send outbound (end user/Customer to PSTN) traffic over a Level 3 circuit that did not originate from a Level 3 phone number specific to the rate center in which the Circuit is located.

T1: Level 3 shall provide Customer with the BTN of the Circuit that is origination point of the call.

PRI: Level 3 shall use Customer-delivered Calling Party Number ("CPN") as the origination point of the call. Delivery of valid CPN to Level 3 is a material obligation of Customer. Customer warrants and represents that the Level 3 telephone numbers provided for each specific Circuit represent the originating locations. The termination point of the call is the destination number. Level 3 reserves the right to charge the highest applicable rates in the local call plan for any local calls and in the long distance call plan for any long distance calls that originate from non-Level 3 or unknown numbers (not 10 digits or not in the Lerg). If a long distance call plan is not associated with the customers service, Level 3 will add the current long distance rate plan to the customers service to charge for these calls; in addition, Level 3 retains the right to terminate the Service if Customer delivers traffic to Level 3 without a valid CPN or Level 3 otherwise deems Customer's traffic as having circumvented access charges. A valid CPN is the calling party's Level 3 assigned ten (10) digit telephone number within the North American Numbering Plan, excluding special-purpose phone numbers, such as 8XX, 950, 555 and N11.

In the event any third party requires an audit of Level 3's minutes of traffic, Customer will cooperate with such audit, at an expense to be shared equally by the parties. Customer shall grant access to CDRs and other necessary information reasonably available to Level 3 or any third party solely for the purpose of verifying Customer's minutes of traffic.

7. **Demarc Extension.** In Level 3 markets where a demarcation point (“Demarc”) extension is not available; it is Customer’s responsibility to extend the Circuit(s) from the Demarc to Customer’s location. If Customer does not have the capability and requests that Level 3 extend the circuit, Customer shall pay Level 3 the additional local-access charges.
8. **DS-3 Muxing Equipment.** If DS-1 handoff is required, Customer is responsible for providing appropriate and necessary space and power for the muxing equipment. Charges for muxing equipment shall be indicated on the applicable Service Order. Muxing equipment is subject to availability.
9. **Fraudulent Calls.** Customer shall not be excused from paying Level 3 for Service provided to Customer or any portion thereof on the basis that fraudulent calls comprised a corresponding portion of the Service. In the event Level 3 discovers fraudulent calls being made (or reasonably believes fraudulent calls are being made), nothing contained herein shall prohibit Level 3 from taking immediate action that is reasonably necessary to prevent such fraudulent calls from taking place, including without limitation, denying Service to particular Automatic Number Identifier (“ANI”) or terminating Service to or from specific locations. Level 3 shall use reasonable efforts to notify Customer in the event Level 3 takes action upon discovery of fraudulent calls. In the event Customer discovers fraudulent calls being made (or reasonably believes fraudulent calls are being made), Customer shall notify Level 3 as soon as possible at 1-800-348-5457.
10. **Call Detail Records.**
 - A. **Call Duration.** Customer will be billed according to the rates in the Service Order based on call duration of each Call Detail Record (“CDR”). Call duration for outbound services will be from answer supervision of the called party to disconnect. Call duration for inbound service will be from trunk seizure of the Customer’s platform to disconnect. Rating and rounding periods for local, intraLATA and interLATA traffic are rate-plan specific. Time zones for billing of domestic traffic will be determined by point of interconnection with Level 3. Due to error suspense, some calls may appear on a later-dated file, but such calls will retain their original dates.
11. **Enhanced 911 Call Treatment Through Level 3.** For Service, Level 3 will assume that the Customer will have one BTN per service location/circuit. Customer agrees that Level 3 will register the BTN of the service location/circuit in the Private Switch/Automatic Location Identification (“PS/ALI”) database with the physical address of the respective BTN. When the Customer dials 9-1-1, Customer agrees that Level 3 will pass the respective BTN to the Public Safety Answering Point (“PSAP”). The PSAP operator will reference the physical address of the respective BTN for each DID number at that location.
12. **Enhanced 911 Call Treatment Through Customer’s Third Party Provider.**
 - A. If the Customer requires ANI for each CPN, or in the event ANI is required for each CPN for compliance with state or local E911 requirements, Customer agrees to update the PS/ALI database (via a third-party Enhanced 911 provider) with each DID (or group of DIDs), along with individual station address and location information. Customer understands and agrees that the responsibility for providing all information necessary to ensure the accuracy of the PS/ALI and PSAP database updates resides solely with the Customer.
 - B. **Level 3 strongly advises that Customer not allow any number to become active unless the PS/ALI and PSAP database updates for such number have been completed.** Customer

understands that this interval may be significant. If Customer provides its End Users any active number prior to confirming that the relevant 911 database updates have been completed for that number, Customer acknowledges the calls may not be properly completed and/or incorrect information may be sent regarding end user location. Customer agrees to fully indemnify and hold Level 3, its employees, affiliates, agents, and assigns, harmless from and against any costs, losses, or damages arising from the use of such numbers(s).

- C. It is the Customer's responsibility to understand the state laws that pertain to them in regards to E911 requirements and compliance obligations. Level 3 specifically disclaims any such obligation.
- D. Upon discontinuance of Service, Customer shall be responsible for releasing telephone numbers from the PS/ALI and PSAP databases.

13. **Service Level Agreements.** Level 3 does not provide Service Level Agreements on Enterprise Voice – Local Services. Service Level Agreements shall be provided on Level 3 transport services, if any, in accordance with the applicable Level 3 Metro Transport service schedule(s).

5. HIGH SPEED INTERNET ACCESS

1. **Service Description.** Level 3 High Speed IP Service is an IP transit service (including dedicated IP access port(s)) providing access to the Level 3 IP network and the global Internet. Level 3 High Speed IP Service is available through Serial/POS and Ethernet interfaces. Level 3 High Speed IP Service is available in a "Standard" configuration or a "Protected" configuration. Standard Level 3 High Speed IP Service is configured with a single Primary Port and no Backup Port. Protected Level 3 High Speed IP Service is configured with both a Primary Port and a Backup Port.

2. **Charges.** Customer may elect to be billed based on a Committed Data or at a Fixed Rate. The manner of billing selected will be set forth in each Customer Order.

- (A) Committed Data Rate charges for Level 3 High Speed IP Service consist of four (4) components:
 - (a) a non-recurring installation charge per port;
 - (b) a monthly recurring port charge (if applicable);
 - (c) a monthly recurring charge based on the Committed Data Rate; and
 - (d) monthly usage charges to the extent usage in a particular month exceeds the Committed Data Rate.

The Committed Data Rate shall apply to either a particular Level 3 High Speed IP Service port or in the aggregate to more than one Level 3 High Speed IP Service ports provided hereunder, as stated in the applicable Customer Order(s) for such ports. The "Aggregate CDR: billing option (as defined below) is not available for all port interface speeds. The following shall apply (as applicable):

(1) If the Committed Data Rate applies to a particular Level 3 High Speed IP Service port, Customer's per port usage of Level 3 High Speed IP Service (both Send Traffic and Receive Traffic) across such port will be sampled every five (5) minutes for the previous five (5) minute period. At the end of the month, the top five percent (5%) of Send Traffic and Receive Traffic samples for such port shall be discarded. The higher of the resulting ninety-fifth (95th) percentile value for Send Traffic or Receive Traffic for such port will be compared to the Committed Data Rate applicable to the port. If the ninety-fifth (95th) percentile of either Send Traffic or Receive Traffic is higher than the applicable Committed Data Rate, Customer will, in addition to being billed for the Committed Data Rate, be billed at this ninety-fifth (95th) percentile level for any usage in excess of such Committed Data Rate at the contracted-for price per Megabit.

If Customer's selected Level 3 High Speed IP Service port is a dedicated DS-3 or E-3 port, Customer may elect, subject to additional charges as mutually agreed between the parties, a rate limiting option (a "CDR Cap") in the applicable Customer Order. Upon such election, Level 3 will configure the port such that the

maximum bandwidth allowed to be sent to or received from the port is capped at the CDR Cap. Level 3 will not accept Customer traffic in excess of the CDR Cap if such option is elected. Any subsequent change to such CDR Cap will be subject to additional charges as mutually agreed between the parties.

(2) If the Committed Data Rate applies in the aggregate to more than one Level 3 High Speed IP Service ports (an "Aggregate CDR") as set forth in the Customer Order for such ports, Customer's usage of Level 3 High Speed IP Service (both Send Traffic and Receive Traffic) will be sampled every five (5) minutes for the previous five (5) minute period for each such port. At the end of the month, the top five percent (5%) of Send Traffic and Receive Traffic samples shall be discarded for each port. The higher of the resulting 95th percentile value for Send Traffic or Receive Traffic for each such port will be added together to determine Customer's aggregate usage and such aggregate usage will be compared to the Aggregate CDR. If such aggregate usage is higher than the Aggregate CDR, Customer will, in addition to being billed for the Aggregate CDR, be billed for any aggregate usage in excess of the Aggregate CDR at the contracted-for price per Megabit. Unless otherwise agreed in writing by the parties, Aggregate CDRs apply only to the ports listed in the Customer Order. If Customer orders additional ports in a separate subsequent Customer Order(s), the Aggregate CDR stated in the new Customer Order shall be as stated therein for the ports set forth in such Customer Order. Alternatively, if Customer seeks to have the ports previously subject to an Aggregate CDR also contribute to the Aggregate CDR set forth in the new Customer Order(s), the new Customer Order(s) may provide for an increase in the Aggregate CDR for all such ports.

(B) Fixed Rate charges for Level 3 High Speed IP Service consist of two (2) components: (a) a non-recurring installation charge per port; and (b) a monthly recurring port charge.

3. IP Addresses and Domain Names. In the event that Level 3 assigns to Customer an IP address as part of the provision of Service, such IP address shall (upon Level 3's request and to the extent permitted by law) revert to Level 3 after termination of the applicable Customer Order for any reason whatsoever, and Customer shall cease using such address. At any time after such termination, Level 3 may re-assign such address to another user. In the event that Level 3 obtains for Customer a domain name (which may be required in some European jurisdictions), Customer shall be the sole owner of such domain name. Customer shall be solely responsible for:

- (A) Paying any fees (including renewal fees) relating thereto;
- (B) Complying with any legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority;
- (C) Modifying such domain name in the event Customer changes service providers; and
- (D) all third party claims (including claims for intellectual property infringement) relating thereto, and Customer shall indemnify and hold Level 3 harmless from all such claims and expenses (including legal fees and court costs) related thereto.

4. IP Fiber Extensions.

(A) Pursuant to a Customer Order submitted by Customer and accepted by Level 3, the parties may agree that Level 3 will provide Customer with an IP Fiber Extension as part of the local access solution for any Level 3 High Speed IP Service provided hereunder. Level 3 will invoice Customer, and Customer agrees to pay Level 3, the charges associated with any such IP Fiber Extension as set forth in the applicable Customer Order. Unavailability or degradation of Level 3 High Speed IP Service caused by or attributable to IP Fiber Extensions shall be considered Excused Outages. The foregoing notwithstanding, Level 3 will use commercially reasonable efforts to respond to any such unavailability or degradation (on Level 3 Facilities) associated with any IP Fiber Extension within four (4) hours after becoming aware of the same and shall use commercially reasonable efforts to repair traffic-affecting discontinuity within twelve (12) hours after Level 3's representatives arrive at the problem site and have the ability to begin uninterrupted repair activities.

(B) Level 3 shall have the right to supervise and control in a reasonable manner all activities concerning any IP Fiber Extension provided hereunder, including, without limitation, all Level 3 manholes/handholes. Any work required by Customer respecting any IP Fiber Extension provided hereunder, including without limitation, (i) splicing the Customer fibers, and (ii) interconnection between

the Customer network and the Level 3 network, shall be undertaken only by or (with Level 3's consent) under the supervision of Level 3.

(C) Prior to delivery of any IP Fiber Extension, Level 3 shall test the dark fiber contained in such IP Fiber Extension in accordance with the then-current version of Level 3's interconnection policies and guidelines.

5. Service Levels

(A) Installation Service Level. Level 3 will exercise commercially reasonable efforts to install any Level 3 High Speed IP Service on or before the Customer Commit Date specified for the particular Level 3 High Speed IP Service. This Installation Service Level shall not apply to Customer Orders that contain incorrect information supplied by Customer or Customer Orders that are altered at Customer's request after submission and acceptance by Level 3. In the event Level 3 does not meet this Installation Service Level for a particular Level 3 High Speed IP Service for reasons other than an Excused Outage, Customer will be entitled to a service credit for each day of delay equal to either (i) for Level 3 High Speed IP Service billed on an Aggregate CDR basis, the charges for one (1) day of the pro rata share of the monthly recurring charges ("MRC") associated with the Aggregate CDR for the affected Level 3 High Speed IP Service port(s) (pro-rated based on the number of total ports that contribute to such Aggregate CDR) or (ii) for Level 3 High Speed IP Service with any other manner of billing, the charges for one (1) day of the allocated port MRC for the affected Level 3 High Speed IP Service port(s), in each case up to a monthly maximum credit of ten (10) days.

(B) Availability Service Level. The Availability Service Level for Level 3 High Speed IP Service is 99.98% for Standard Level 3 High Speed IP Service and 99.99% for Protected Level 3 High Speed IP Service. Standard Level 3 High Speed IP Service is considered unavailable if the Primary Port is unable to send or receive traffic; Protected Level 3 High Speed IP Service is considered unavailable if both the Primary Port and the Backup Port are unable to send or receive traffic. If credits are due under this Availability Service Level for a particular unavailability event, Service credits will not be payable under Section 7(C) or 7(D) for the same unavailability event. In the event that Level 3 High Speed IP Service becomes unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the greater of (i) the port MRC (except for any Level 3 High Speed IP Service billed on an Aggregate CDR basis) for the affected Level 3 High Speed IP Service port (if applicable), and (ii) the actual usage charges, if any, (calculated on a Megabit basis at the contracted-for price per Megabit) associated with the affected Level 3 High Speed IP Service port for the particular month. Service credits, in each case, are based on the cumulative unavailability of the affected Level 3 High Speed IP Service port in a given calendar month as set forth in the following table:

For Standard Level 3 High Speed IP Service:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 – 00:10:00	No Credit
00:10:01– 00:45:00	5%
00:45:01– 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 –12:00:00	30%
12:00:01 –16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

For Protected Level 3 High Speed IP Service:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 – 00:05:00	No Credit
00:05:01– 00:45:00	15%
00:45:01– 04:00:00	35%
04:00:01 – 08:00:00	50%
08:00:01 –12:00:00	75%
12:00:01 or greater	100%

(C) Delay Service Level. The Delay Service Level for Level 3 High Speed IP Service is as set forth in the following table:

Route	Delay Service Level
Intra- U.S.	25 ms
Intra-Europe	15 ms
London to New York, NY	40 ms

The Delay Service Level is measured as an average one-way delay over a calendar month for traffic on the Level 3 network between Gateways. Delay measurements may be obtained from the Level 3 website at www.level3.com. In the event of a delay in excess of the Service Levels set forth above for reasons other than an Excused Outage, Customer will be entitled to receive a service credit off of the greater of (i) the port MRC (except for any Level 3 High Speed IP Service billed on an Aggregate CDR basis) for the affected Level 3 High Speed IP Service port (if applicable), and (ii) the actual usage charges, if any, (calculated on a Megabit basis at the contracted-for price per Megabit) associated with the affected Level 3 High Speed IP Service port for the particular month. Service credits, in each case, are as set forth in the following table:

Amount of Delay in Excess of Service Level	Service Level Credit
0.1 – 5 ms	10%
5.1 – 10 ms	20%
10.1 – 15 ms	30%
15.1 – 20 ms	40%
20.1 – 25 ms	50%
25.1 ms or greater	100%

(D) Packet Delivery Service Level. The Packet Delivery Service Level for Level 3 High Speed IP Service is 99.95% for On-Net traffic between Gateways. Packet Delivery is the average number of Internet Protocol (“IP”) packets of information that transit the Level 3 network and are delivered by Level 3 to the intended On-Net destination in a calendar month. Packet Delivery measurements may be obtained from the Level 3 web site at www.level3.com. In the event Level 3 does not meet the Packet Delivery Service Level for reasons other than an Excused Outage or as a result of any Off-Net Local Loop (whether provisioned by Customer or Level 3), Customer will be entitled to receive a service credit off of the greater of (i) the port MRC (except for any Level 3 High Speed IP Service billed on an Aggregate CDR basis) for the affected Level 3 High Speed IP Service port (if applicable), and (ii) the actual usage charges, if any, (calculated on a Megabit basis at the contracted-for price per Megabit) associated with the affected Level 3 High Speed IP Service port (if applicable) for the particular month. Service credits, in each case, are as set forth in the following table:

Packet Delivery	Service Level Credit
99.5 – 99.949%	10%
99 – 99.49%	20%
98 – 98.99%	30%
97 – 97.99%	40%
96 – 96.99%	50%
95.99% or less	100%

6. **Chronic Outage.** Customer may elect to terminate an affected Level 3 High Speed IP Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage:

(1) For Protected Level 3 High Speed IP Service, such Protected Level 3 High Speed IP Service is unavailable (as defined in Section 7(B) above) for four (4) or more separate occasions of more than two (2) hours each OR for more than twenty four (24) hours in the aggregate in any calendar month; or

(2) For Standard Level 3 High Speed IP Service, such Standard Level 3 High Speed IP Service is unavailable (as defined in Section 7(B) above) for three (3) or more separate occasions of more than twelve (12) hours each OR for more than forty two (42) hours in the aggregate in any calendar month. Customer may only terminate such Level 3 High Speed IP Service that is unavailable as described above, and must exercise its right to terminate the affected Level 3 High Speed IP Service under this Section, in writing, within thirty (30) days after the event giving rise to a right of termination hereunder, which termination will be effective as set forth by Customer in such notice of termination. Except for any credits that have accrued pursuant to Section 7, this Section 8 sets forth the sole remedy of Customer for chronic outages or interruptions of any Level 3 High Speed IP Service.

7. **Resale Restriction.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Level 3 High Speed IP Service or any ports provided pursuant to this Service Schedule to a third party without the express written consent of Level 3.

8. Pricing Notes

Committed Data Rate Billing Model

Committed Data Rate (CDR) pricing is based on a customer's bandwidth commitment for a single port. This is a take or pay commitment. The customer may use the port up to the full port speed. The monthly bill will vary depending on usage by traffic type. Customers prefer CDR because:

- Traffic flows are predictable and they want a low price per Mbps, but they do not consume an entire port.
- Customer has the need to burst beyond their normal level of traffic.
- CDR is available on DS-3, OC-3/STM-1, OC-12/STM-4, OC-48/STM-16, FE (100BT) and GigE ports.
- Customers pay a committed amount each month for the usage up to the amount of their CDR, regardless if they use the entire CDR amount.

Pricing components for the single port CDR billing type include the following:

- Installation NRC per port which is billed in arrears.
- Monthly MRC per port which is calculated by CDR * base rate per Mbps and is billed in arrears.
- Burstable usage above the CDR in any given month. This is charged at the negotiated burstable rate, but generally is the same as the CDR base rate. Billed in arrears.
- Minimum Monthly MRC per port for 0 Mbps CDR option. Billed in arrears.

Committed Data Rate with a Cap Billing Model – DS3/E3 ONLY

Committed Data Rate (CDR) with a Cap pricing is based on a customer's bandwidth commitment for a single port. This Billing model is only available on DS3 and E3 port interfaces. The CDR is a take or pay commitment. Unlike CDR, a customer's ability to burst is limited to the bandwidth level established by their Cap. Cap can equal any bandwidth level up to the maximum capacity of the port. Cap can be equal or greater than CDR. Customers may prefer CDR with a Cap because:

- Traffic flows are predictable and they want a low price per Mbps, but they do not consume an entire port.
- Customer can manage their finances by ensuring they do not exceed set \$/month by using a cap.
- Customer has no need to burst beyond their normal level of traffic.

Pricing components for the single port CDR with a Cap billing model include the following:

- Installation NRC per port which is billed in arrears.
- Cap fee of \$1000. Applicable at installation and for any changes to the cap during the contract term.
- Monthly MRC per port which is calculated by CDR * base rate per Mbps and is billed in arrears.
- Burstable usage above the CDR in any given month. This is charged at the negotiated burstable rate, but generally is the same as the CDR base rate. Billed in arrears.

Fixed Billing Model

High Speed Internet Access offers a fixed-rate billing option. Fixed pricing is based on a customer's bandwidth commitment for a single port independent of usage. The key reasons a customer would use this billing type are:

- Traffic flows are predictable and they want to consume an entire port.
- Peace of mind knowing their exact monthly IP costs.

Pricing components for Fixed billing type include the following:

- Installation NRC per port which is billed in advance.
- Monthly MRC per port, which is billed in advance.

Service Ports

Service ports are the physical interfaces into which customers connect to gain access to the Level 3 IP Backbone and the global Internet. Each service port type has an associated installation NRC and minimum utilization requirements or MRCs.

Primary Service Ports

Service ports that are configured to carry customers' traffic during normal network operations are designated Primary. Primary Service ports are subject to all charges described in the above section on billing types. Some customers may order two ports in a single location and configure them for load balancing. In this case, both ports would be considered Primary. Loadshared services may be ordered under any billing type (Fixed, DSB, CDR/ACDR) and do not have to be of the same billing type.

Back Up Service Ports

Service ports that are configured to fail-over in the event that a Primary port becomes unavailable are designated *Back Up*. Customers with Back Up ports are entitled to higher SLAs and are considered to be buying "Protected" High Speed Internet Access service. *Back Up* ports are available for all access speeds with the exception of OC-48 Billing for Back Up service must be ordered as CDR/ACDR or DSB for port speeds of E3/DS3, OC3, OC12, OC48, FE, and GigE. Backup T1 Service must be ordered as Fixed billing. Backup service is not offered with ATM or FR service.

Usage charges on backup ports configured with CDR, ACDR or DSB primary ports are only assessed if 1) primary port fails and 2) actual traffic on the back up port exceeds traffic passed on the primary port when it was active during a billing period. Usage charges for any traffic passed on back up ports configured with a Fixed primary port will be assessed at a per Mb rate equal to the Primary fixed port \$MRC / Mb capacity of primary port.

Pricing components and issues for *Back Up Service Ports* include the following:

- Installation NRC for each Service port
- \$500 MRC for DS-3, FE and GigE Service ports
- \$1,000 MRC for OC-3 and OC-12 Service ports

95th Percentile

Usage is measured at the 95th percentile of the greater of Send or Receive Traffic for each port. For aggregates, the highest of the resulting 95th percentile for Send Traffic and Receive Traffic for each port will be added together to determine the aggregate usage across all ports.

Term

There is a minimum one-year term for all High Speed Internet Access' products. If a customer upgrades their port during the initial contract term, the contract starts over for a one-year term.

6. LEVEL (3) IP VPN SERVICES

1. **Service Description.** IP VPN Service is an RFC 2547-compliant Multi-Protocol Label Switching (MPLS) based data service providing for private IP connectivity between access circuits within the same IP VPN on the Level 3 network. IP VPN Service configurations will be detailed in the Customer Order. Customer implementations exceeding 500 aggregate IP prefixes are subject to written approval from Level 3.

2. **Class of Service and Bursting.** IP VPN Service offers two options supporting CoS, Port Mode and ToS Mode.

(A) Port Mode -In Port Mode, a single CoS is selected by Customer for the treatment of all traffic entering or leaving the Level 3 network across a port, VLAN or PVC. Where Customer's chosen layer 2 encapsulation method is Ethernet, X86, Frame Relay, ATM or MLFR, all VLAN's or PVC's will be assigned a CIR and a CoS; in all other cases, each of Customer's ports will be assigned a single CIR and CoS.

(B) ToS Mode - In ToS Mode, traffic entering the IP VPN network is mapped based on its Customer designated Subclass into the corresponding CoS. Where Customer's chosen layer 2 encapsulation method is Ethernet, X86, Frame Relay, ATM or MLFR, Customer's port(s) capacity will be allocated among the number of VLAN's or PVC's selected by the Customer. Each VLAN or PVC capacity will be allocated among the CoS's and Customer may then further allocate each such CoS' relevant Subclasses by assigning it a CIR. In all other cases, port(s) will be dedicated to Customer, the Customer will allocate each port's capacity among the CoS's and the Customer may further allocate each such CoS' relevant Subclasses by assigning it a CIR.

(C) Bursting - In the event Customer's traffic volume exceeds an applicable CIR, such traffic may "burst," subject to the following: traffic bursting into and utilizing port, VLAN or PVC capacity reserved for other traffic will always be prioritized behind traffic for which such capacity was reserved. Traffic in the Bronze CoS may burst up to the capacity of the port. Traffic in the Silver CoS may burst up to two times the CIR, subject to the capacity of the port; traffic above the CIR will be billed at the Bronze CoS rate. Traffic in the Gold CoS may not burst above the CIR. Traffic exceeding the parameters established above may be dropped.

3. Charges

(A) The charges for IP VPN Services are as follows: (a) non-recurring installation charges per port (for Customer-provided access loop cross-connects and for each Community established by Level 3); (b) a monthly recurring port charge (billed monthly, in advance); (c) monthly recurring usage charges (billed dependent on whether Customer selects a Committed Data Rate or Achievement Based Billing (each described below)); and (d) charges for non standard offerings.

(B) Where no CDR is made, Customer's Send and Receive traffic attributable to IP VPN Service within each relevant CoS will be sampled every five (5) minutes on each IP VPN port. All usage measurements in a month within each relevant CoS on each IP VPN port will be ranked highest to lowest and the top five percent (5%) of Send Traffic and Receive Traffic samples shall be discarded. Customer will be billed by Level 3 for its actual usage of Service within each IP VPN port/CoS (at the 95th percentile level stated above), at the rate applicable to the relevant CoS as set forth in the Customer Order.

(C) Where a CDR is made, the highest of the resulting ninety-fifth (95th) percentile for Send Traffic or Receive Traffic (determined in accordance with Sub-Section 5(B) above) within each IP VPN port, by CoS, will be added together (collectively the Aggregate IP VPN Usage) for comparison to the CDR. Customer will be billed by Level 3: a) for its actual usage of Service within each IP VPN port/CoS (at the 95th percentile level stated above), at the rate applicable to the relevant CoS as set forth in the Customer Order plus b) the difference (if any) between the CDR and Customer's Aggregate IP VPN usage, billed at the agreed upon CDR usage rate (except for bursting Silver CoS traffic that is billed at the agreed upon Bronze CDR usage rate).

(D) Where Customer selects the achievement based billing option ("Achievement Based Billing"), Level 3 will determine Customer's Aggregate IP VPN Usage on a monthly basis and Customer will be billed for the same at the applicable rates stated in the Customer Order.

4. Service Levels.

(A) Installation Service Level. Level 3 will install IP VPN Service on or before the Customer Commit Date. In the event Level 3 does not meet this Service Level, Customer will be entitled to a service credit equal to the charges for one (1) day of the monthly recurring port charge for the affected ports for each day of delay, up to a maximum credit of ten (10) days.

(C) Availability Service Level. The Availability Service Level is 99.99%. The IP VPN Service is considered unavailable if port(s) are unable to send or receive traffic. In the event IP VPN Service becomes unavailable, Customer will be entitled to a service credit off of the monthly recurring port charge for the affected ports, based on the cumulative unavailability of such ports in a given month as set forth in the following table. Customer will not be entitled to service credits under the Delay, Packet Delivery or Jitter Service Level for the affected port to the extent any such failure is related to the unavailability event:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
0:05:01– 00:45:00	5%
00:45:01– 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

(C) Delay Service Level. The Delay Service Level is measured as the average one-way delay over a calendar month for traffic on the Level 3 network, measured independently between Gateways.

Samples are taken every 500 milliseconds and averaged every 5 minutes. Delay measurements may be obtained at www.Level3.com.

The Delay SLA is as follows:

Route	Delay Service Level
Intra- U.S.	25 ms
Intra-Europe	15 ms
London to New York, NY	40 ms

In the event of a delay in excess of that stated above, Customer will be entitled to a service credit off of the monthly recurring charge for the affected ports, as set forth in the following table:

Amount of Delay in Excess of Service Level	Service Level Credit
0.1 – 5 ms	10%
5.1 – 10 ms	20%
10.1 – 15 ms	30%
15.1 – 20 ms	40%
20.1 – 25 ms	50%
25.1 ms or greater	100%

(D) Packet Delivery Service Level. Packet Delivery is the percentage of data packets that are delivered by Level 3 to the intended destination in a calendar month. The Packet Delivery Service Level is measured independently between Level 3 Gateways and reported as a network average. Packet Delivery measurements may be obtained at www.Level3.com.

The Packet Delivery SLA is as follows:

Service Level	Packets Delivered
Gold	100%
Silver	99.95%
Bronze	99.95%

In the event Level 3 does not meet the Packet Delivery Service Level, Customer will be entitled to a service credit off of the monthly recurring charge for affected ports (or portions thereof) as set forth in the following tables. If a port is allocated among different CoS', credits will be given on the percentage of the port fee allocated to such CoS:

Packet Delivery Gold CoS	Service Level Credit
99.95 - 99.999%	10%
99.5 – 99.94%	20%
99 – 99.49%	30%
98 – 98.99%	40%
97 – 97.99%	50%
96.99% or less	100%

Packet Delivery Silver and Bronze CoS	Service Level Credit
99.5 - 99.94%	10%
99 – 99.49%	20%
98 – 98.99%	30%
97 – 97.99%	40%
96 – 96.99%	50%
95.99% or less	100%

(D) Jitter Service Level. The Jitter Service Level is 10 milliseconds for the Gold CoS; 15 milliseconds for the Silver CoS; and not applicable to the Bronze CoS. The Jitter Service Level is measured independently between Level 3 Gateways and reported as a network average. Jitter measurements may be obtained at www.Level3.com. Jitter is the relative variation in delay between consecutive packets. Samples are taken every 500 milliseconds and consecutive samples are compared for variation in delay. Each variation value is compared with this Service Level. In the event of Jitter in excess of the this Service Level, Customer will be entitled to a service credit off of the monthly recurring charge for affected ports (or portions thereof) as set forth in the following tables. If a port is allocated among different CoS', credits will be given on the percentage of the port fee allocated to such CoS:

Percentage of Measurements within SLA	Service Level Credit
99.9951% - 99.999%	5%
99.991% - 99.995%	10%
99.951% - 99.99%	20%
99.91% - 99.95%	30%
99.1% - 99.9%	50%
99% or less	100%

5. Pricing Notes

Per-Port Usage (Based on CoS)

Level 3 IP VPN service usage charges are calculated and aggregated across all of the customer's logical ports. The price point is different for each Class of Service (CoS). The customer has two options for usage pricing:

1. **CDR Billing:** uses an aggregate volume commitment from the customer to determine the pricing band. If the customer's usage exceeds the CDR commitment, usage in excess of the CDR is billed at the band rate. If a customer does not meet the CDR commitment, the customer is billed for the difference between actual usage and the shortfall, which is billed at the bronze rate.
2. **Achievement-Based Billing:** bills retroactively based on aggregate usage within the month by CoS Tier.

Because of the volume commitment, CDR Billing rates provide a discount to Achievement-Based Billing rates.

All CDR shortfalls will be billed at the lowest contracted usage rate (i.e., this assumes the lesser CoS would have been used).

The customer can change their CDR no more than once per month.

A ramp period (usually three months) allows new customers to waive the CDR while they make their transition.

Usage Billing Methodology

The two billing models and calculation methods are detailed in the following bullets.

- Where the customer has selected the CDR billing method, the customer is billed by Level 3 as follows:
 - If the aggregate usage is less than the CDR, then the customer will be billed by Level 3 for:
 - a) Its actual usage of service within each Network IP VPN port, by CoS plus
 - b) The difference between the CDR and the customer's aggregate usage. This shortfall is billed at the Bronze CoS usage rate.
 - If the aggregate usage is equal to or greater than the CDR, then the customer will be billed by Level 3 for:
 - Its actual usage on each Network IP VPN port, by CoS. (The customer is billed simply for actual aggregate usage, and the CDR is not used for billing purposes.)
- Where the customer has selected an Achievement-Based Billing option, aggregate usage across all Level 3 IP VPN ports is billed by CoS on a monthly basis.

ACDR — A Distinct Level 3 Advantage

Committed Data Rate (CDR) billing can vary widely between different service providers. The most common form of CDR billing is the “per-port-based model,” but Level 3 offers a rather unique form of CDR which is measured in aggregate across the entire network. This is sometimes referred to as an ACDR. The comparison below explains how ACDR represents an advantage for many Level 3 IP VPN customers.

- Typical carrier port-based CDR billing uses a *per-port* volume commitment from the customer to determine the pricing band. The higher the CDR, the lower the rate per meg transmitted. CDR is a take-or-pay commitment. If the customer’s usage exceeds the CDR commitment, usage in excess of the CDR is billed at the rate applicable for that customer’s Class of Service (CoS). If a customer does not meet the CDR commitment, the customer is billed for:
 - a. The actual traffic sent at the rate applicable for the CoS of the traffic sent, and
 - b. The difference between actual usage and the CDR (we’ll call this the “shortfall”), at a rate that can vary widely between carriers.
- Level 3’s ACDR billing uses an *aggregate* volume commitment over multiple ports from the customer to determine the pricing band. If the customer’s usage exceeds the ACDR commitment, usage in excess of the ACDR is billed at the band rate. If the ACDR commitment is not met, the customer is billed for:
 - a. The actual traffic sent for all ACDR ports at the rate applicable for the CoS of the traffic sent, and
 - b. The shortfall, which, in Level 3’s model, is billed at the lowest CoS rate.

Customers with unpredictable traffic patterns per port could greatly benefit from the ACDR billing method. Level 3’s aggregation of CDR over multiple ports offers a unique advantage to these customers when compared to a traditional port-based CDR billing method: A customer is not penalized for sending relatively low-volume traffic to one port while sending higher-than-CDR traffic to another port. The customer has greater flexibility.

Other VPN Charges

Level 3 will support customer-requested changes to configurations on an as-needed basis. In order to accommodate such change charges Level 3 will require customers to pay non-recurring fees according to the schedule below:

Change Orders	Charge
ToS queue percentages	\$250/logical interface
Interface Alias	\$250/logical interface
CE/ PE IP Address	\$250/pair
Change the routing policy (BGP/Static)	\$250
Adjust export policy	\$250
Peer ASN	\$250
Peer IP	\$250
TSP Change	\$250
Static route changes	\$250 per site/PE in a customer VPN
Route Registry admin contact	No Charge
Logical CDR	\$250/logical interface
Change Port CoS	\$250/port
Change from Port to ToS	\$250/logical interface
Change from ToS to Port	\$250/logical interface
Add/remove Circuit to MLPPP bundle	\$250/circuit
Impairment Option	\$250/bundle

7. ETHERNET VIRTUAL PRIVATE LINE SERVICES

1. Applicability. This Service Schedule for Level 3[®] Ethernet Virtual Private Line Service (“Schedule”) applies only to Level 3 Ethernet Virtual Private Line Service (“EVPL” or “EVPL Service”) and incorporates the terms of the Master Service Agreement under which Level 3 provides Services to Customer (the “Agreement”).

2. Definitions. Any capitalized terms used herein and not otherwise defined in this Section or elsewhere in the Schedule shall have the meanings set forth in the Agreement.

(A) “EVPL Network” shall mean the Level 3 network owned (or operated and controlled) by Level 3 between locations that are served directly by Level 3 owned (or operated and controlled) fiber and Level 3 owned equipment on which Level 3 provides EVPL Service.

(B) “On-Net” shall mean Service provided solely by Level 3 on the Level 3 network owned (or operated and controlled) by Level 3 between two locations that are served directly by Level 3 owned (or operated and controlled) fiber and Level 3 owned equipment.

(C) “Off-Net” shall mean any Service that does not qualify as On-Net.

(D) “SLA” shall mean service level agreement.

3. Service Description.

(A) EVPL facilitates point-to-point and multiple point-to-point connections between standard 10/100/1000 Mbps Ethernet interfaces. Customer must select a tagged Ethernet interface. Selection of the tagged interface requires that each logical interface be provisioned to a separate virtual local area network tag. Attributes of the logical interface include a Committed Data Rate (“CDR”) and Class of Service, both of which are more particularly described in the Customer Order.

(B) There are four (4) Class of Service options available with each logical interface: Default Traffic, Preferred Data, Critical Data and Voice/Video. Class of Service provides the ability to prioritize certain identifiable traffic flows between ports. Customer's selection of Class of Service shall be reflected in the Customer Order.

(C) EVPL is either: (i) entirely On-Net or (ii) may be provided including a "Local Access Portion" which is ordered by Level 3 and is provided on a local access provider's facilities. EVPL is provided between the end points set forth on the Customer Order ("End Points"). End Points shall only extend to the third party local access provider's minimum point of entry, if applicable.

(D) Any and all Local Access Portions or other Off-Net Services shall be provided on an individual case basis and credits, if any, for interruptions in service, will be a pass-through of any credits awarded to Level 3 by the third party provider.

3. **Technical Specifications.** EVPL operates over a shared infrastructure that provides bi-directional transmission of data based on the Ethernet standards and operates at the Layer 2 level of the OSI reference model. The On-Net portion of EVPL provides for the transmission of data in specific Mbps increments in an Ethernet format that is compliant with the IEEE 802.3 standard.

4. Service Levels.

The following service levels apply to EVPL.

Measurement Parameter	Voice/ Video	Critical Data	Preferred Data	Default Traffic
Average Availability	99.99%	99.99%	99.99%	99.99%
Average Data Delivery (Throughput)	99.99%	99.95%	99.9%	N/A
Average Round Trip Delay (Latency) – Core Nodes	50 ms	50 ms	50 ms	N/A
Jitter (one way)	3 ms	N/A	N/A	N/A

FIGURE 1

SLA.1: Availability SLA

The following service level applies to all Classes of Service.

Level 3 will use commercially reasonable efforts to make Customer ports associated with EVPL available to pass traffic to and from the Customer site and the EVPL Network. Level 3's compliance with the Availability SLA is based on Level 3's calculation of "Monthly Service Unavailability," which for purposes hereof is defined as the number of minutes in a calendar month the Customer port on the EVPL Network experiences an Outage. For purposes of the Availability SLA, an "Outage" is defined as a period during which EVPL is unavailable to Customer to pass traffic via the EVPL Network. Level 3's calculation of Monthly Service Unavailability will not include any Outage period resulting from: (a) any Excused Outage; (b) failure of any Level 3 or Customer-ordered local access circuits; (c) failure of Customer's applications or equipment; or (d) acts or omissions of Customer or any user of the EVPL Service authorized by Customer.

An Outage is deemed to commence upon Level 3's verification of a stated Outage in the trouble ticket submitted by Customer; this verification will be conducted by Level 3 Operations personnel. An Outage is

deemed to terminate upon the closing of the same trouble ticket (or the termination of the downtime, if sooner) less any time Level 3 is awaiting additional information or premises testing from Customer. Customer will not be entitled to credits under the Latency, Data Delivery or Jitter SLAs for the affected Customer port to the extent any such failure is related to an Outage under the Availability SLA.

Upon Customer request, Level 3 will calculate Customer’s Monthly Service Unavailability. If Level 3 fails to comply with the Availability SLA, Customer will be entitled to request a credit off of the monthly recurring port charge for the affected Customer ports based on any Outage pursuant to the Availability SLA as follows:

Monthly Service Unavailability (in hrs:mins:secs)	Customer Credit
0:04:18 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:00 or greater	100%

SLA.2: Latency SLA

The following service level applies to the Voice/Video, Critical Data and Preferred Data Classes of Service only. The Latency SLA is a monthly average round-trip transmission of fifty (50) milliseconds or less between Level 3’s core inter-regional EVPL Network provider edge nodes (“PE Nodes”) in the contiguous U.S. (“Latency”). Each calendar month, Level 3 shall measure Latency by averaging sample measurements taken between PE Nodes each five minutes.

Upon Customer request, Level 3 will calculate the Latency. If Level 3 fails to comply with the Latency SLA, Customer, upon request, will be entitled to request a credit equal to ten percent (10%) of the Customer’s monthly recurring charge for the EVPL Service elements with respect to which the Latency SLA has not been met.

SLA.3: Data Delivery SLA

The following service level applies to the Voice/Video, Critical Data and Preferred Data Classes of Service only. The Data Delivery SLA is a measurement of delivered packets on the EVPL Network measured as an average over a calendar month period per Class of Service (“Data Delivery”). Monthly Data Delivery SLAs are defined in Figure 1 above. Data not delivered due to Customer introduction of traffic in excess of contracted service shall be excluded from the Data Delivery SLA.

Upon Customer request, Level 3 will calculate the Data Delivery. If the Data Delivery percentage does not meet the Data Delivery SLA metric per traffic class within any calendar month, Customer will be entitled to request a credit equal to ten percent (10%) of the monthly recurring charge for affected EVPL Service elements with respect to which the Data Delivery SLA has not been met. If the Data Delivery SLA is not achieved due to an Outage, the Availability SLA will then apply and will replace the Data Delivery SLA credit for the affected EVPL Service elements with respect to which the Data Delivery SLA has not been met.

SLA.4: Jitter SLA

The following service level applies to the Voice/Video Class of Service only. The Jitter SLA endeavors to meet a monthly average of one-way jitter of ten (10) milliseconds or less between PE Nodes in the contiguous U.S. (“Jitter”). Each calendar month, Level 3 shall measure Jitter by averaging sample measurements taken between PE Nodes each five minutes.

Upon Customer request, Level 3 will calculate the Jitter. If Level 3 fails to comply with the Jitter SLA, Customer will be entitled to request a credit equal to ten percent (10%) of the Customer's monthly recurring charge for the affected EVPL Service elements with respect to which the Jitter SLA has not been met.

SERVICE LEVEL CONDITIONS

The following conditions apply to the SLAs provided by Level 3 in conjunction with EVPL Service:

1. The credits set forth herein are applicable only to EVPL unless otherwise agreed to in a specific SLA above.
2. No credit will be given unless Customer has provided reasonable assistance to Level 3 in its efforts to diagnose the cause of an Outage. Reasonable assistance includes requesting the opening of a trouble ticket from Level 3's Operations Center, providing assistance with circuit testing, providing Level 3 access to Customer's premises, if necessary, and assisting Level 3 with problem identification and resolution via telephone or other means such as fax or e-mail.
3. Credits may never exceed one (1) month's EVPL monthly recurring charges in any calendar month. The maximum amount of credits per Customer per calendar year is limited to four (4) months of EVPL monthly recurring charges.
4. The methodology used to measure the service level performance thresholds is determined by Level 3 in its sole and reasonable discretion and is subject to change without notice. Level 3 shall in good faith make all final determinations with respect to the existence or occurrence of an Outage and the appropriateness or applicability of any Customer credit.
5. Level 3 will take reasonable steps to rectify chronic service disruptions if associated and caused by Level 3-owned network components and, if not associated or caused by Level 3-owned network components, will work cooperatively with the applicable third party.

6. Rate Elements. Rates for EVPL Service have three (3) principal rate elements: port charges, logical interface charges and Managed Ethernet Access charges (applies only to TDM/SONET access). These rates will be set forth in the Customer Order.

(A) **Port Charges.** Rates for EVPL port charges are determined by the port size ordered. EVPL Service supports the following port types: Fast Ethernet (10/100 Mbps) and Gigabit Ethernet (1000 Mbps), DS1, NxDS1, DS3, NxDS3, OC3 and OC12 Customer interfaces. The port charges will include: (i) a non-recurring installation charge; and (ii) a monthly recurring charge.

(B) **Logical Interface Charges.** Customer may elect to be billed based on Usage or at a Fixed Rate. The manner of billing selected will be set forth in each Customer Order. Usage based billing includes three (3) components: (i) a non-recurring installation charge per logical interface; (ii) a minimum monthly usage charge based on the CDR, Class of Service and the distance in miles between End Points; and (iii) "excess" monthly usage charges to the extent usage in a particular month exceeds the CDR. Fixed Rate billing consists of two (2) components: (a) a non-recurring installation charge per logical interface; and (b) a monthly recurring charge based on the CDR, Class of Service and the distance in miles between End Points.

8. LEVEL 3 PRIVATE LINE SERVICES

1. Service Description. Level 3 Private Line Lease Service is a dedicated, non-switched, point to point circuit between two (2) specified locations. At the end of any stated Service Term, the Level 3 Private Line Lease Service will be provided to Customer on a month-to-month basis at Customer's existing prices or Level 3's then-current prices (as elected by Level 3).

2. Services from Others. Where necessary for the interconnection of Level 3 Private Line Lease Service with services provided by others, Customer will provide Level 3 with circuit facility assignment information, firm order commitment information and the design layout records necessary to enable

Level 3 to make the necessary cross-connection between the Level 3 Private Line Lease Service and Customer's designated carrier. Any delay by Customer in providing such information to Level 3 may delay Level 3's provision of the necessary cross-connection. Notwithstanding any such delay in the provision of the cross-connection, billing for the Level 3 Private Line Lease Service shall commence on the Service Commencement Date. Level 3 may charge Customer non-recurring and monthly recurring cross-connect fees to make such connection.

3. Connection to Customer Premises.

(A) Where Level 3 Private Line Lease Service is being terminated Off-Net at the Customer Premises through an Off-Net Local Loop to be provisioned by Level 3 on behalf of Customer, the charges set forth in the Customer Order for such Level 3 Private Line Lease (Off-Net) Service assumes that such Level 3 Private Line Lease (Off-Net) Service will be terminated at a pre-established demarcation point or minimum point of entry (MPOE) in the building within which the Customer Premises is located, as determined by the local access provider. Where the local access provider determines that it is necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer Premises, (i) Level 3 may charge Customer additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Customer Order for such Level 3 Private Line Lease (Off-Net) Service, (ii) installation of Service may be delayed and (iii) Section 7(A) of this Service Schedule shall not apply. Level 3 will notify Customer of any additional non-recurring charges and/or monthly recurring charges as soon as practicable after Level 3 is notified by the local access provider of the amount of such charges.

(B) In addition, where Level 3 Private Line Lease Service is being terminated Off-Net at the Customer Premises through an Off-Net Local Loop to be provisioned by Level 3 on behalf of the Customer, the charges and the Service Term set forth in the Customer Order for such Level 3 Private Line Lease (Off-Net) Service assumes that such Level 3 Private Line Lease (Off-Net) Service can be provisioned by Level 3 through the local access provider selected by Level 3 (and/or Customer) for the stated Service Term. In the event Level 3 is unable to provision such Level 3 Private Line Lease (Off-Net) Service through the selected local access provider or the selected local access provider requires a longer Service Term than that set forth in the Customer Order, Level 3 reserves the right, regardless of whether Level 3 has accepted the Customer Order, to suspend provisioning of such Level 3 Private Line Lease (Off-Net) Service and notify Customer in writing of any additional non-recurring charges, monthly recurring charges and/or Service Term that may apply. Upon receipt of such notice, Customer will have five (5) business days to accept or reject such changes. If Customer does not respond to Level 3 within the five (5) business day period, such changes will be deemed rejected by Customer. In the event Customer rejects the changes (whether affirmatively or through the expiration of the five (5) business day period), the affected Level 3 Private Line Lease (Off-Net) Service will be cancelled without cancellation or termination liability of either party.

(D) Level 3 does not guarantee that any Level 3 Private Line Lease (Off-Net) Service will be provided by a specified local access provider.

4. Service Levels.

(A) Installation Service Level. Level 3 will exercise commercially reasonable efforts to install any Level 3 Private Line Service on or before the Customer Commit Date specified for the particular Level 3 Private Line Service. This Installation Service Level shall not apply to Customer Orders that contain incorrect information supplied by Customer or Customer Orders that are altered at Customer's request after submission and acceptance by Level 3. In the event Level 3 does not meet this Installation Service Level for a particular Level 3 Private Line Service for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the non-recurring charges ("NRC") and/or monthly recurring charges ("MRC") for the affected Level 3 Private Line Service as set forth in the following table:

For any Level 3 Private Line (On-Net) Service:

Installation Delay Beyond Customer Commit Date	Service Level Credit
1 – 5 business days	Amount of NRC
6 – 20 business days	Amount of NRC plus charges for one (1) day of the MRC for each day of delay
21 business days or greater	Amount of NRC plus one (1) months' MRC

For any Level 3 Private Line (Off-Net) Service:

Installation Delay Beyond Customer Commit Date	Service Level Credit
1 – 15 business days	No Credit
16 – 30 business days	Amount of NRC
31 business days or greater	Amount of NRC plus one (1) months' MRC

(B) Availability Service Level for Protected Level 3 Private Line Service. The Availability Service Level for Protected Level 3 Private Line Service is 99.99% for Protected Terrestrial Level 3 Private Line (On-Net) Service, 99.9% for Protected Submarine Level 3 Private Line (On-Net) Service, and 99.9% for Protected Terrestrial Level 3 Private Line (Off-Net) Service. In the event that any Protected Level 3 Private Line Service becomes unavailable (as defined below) for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC for the affected Protected Level 3 Private Line Service based on the cumulative unavailability of the affected Protected Level 3 Private Line Service in a given calendar month as set forth in the following table.

For any Protected Level 3 Private Line (On-Net) Service:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 – 00:05:00	No Credit
00:05:01 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

For any Protected Terrestrial Level 3 Private Line (Off-Net) Service:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 – 00:45:00	No Credit
00:45:01 – 04:00:00	5%
04:00:01 – 08:00:00	10%
08:00:01 – 12:00:00	20%
12:00:01 – 16:00:00	30%
16:00:01 – 24:00:00	40%
24:00:01 or greater	100%

For purposes of this Section 7(B) and Section 7(C) below, “unavailable” or “unavailability” means the duration of a break in transmission measured from the first of ten (10) consecutive severely erred seconds (“SESS”) on the affected Level 3 Private Line Service until the first of ten (10) consecutive non-SESSs. An SES is a second with a bit error ratio of greater than or equal to 1 in 1000.

(C) Availability Service Level for Unprotected Level 3 Private Line Service. In the event that any Unprotected Level 3 Private Line Service becomes unavailable (as defined in Section 7(B) above) for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC for the affected Unprotected Level 3 Private Line Service based on the cumulative unavailability for the affected Unprotected Level 3 Private Line Service in a given calendar month as set forth in the following table:

For any Unprotected Level 3 Private Line (On-Net) Service:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
0:00:01 – 6:00:00	No Credit
6:00:01 – 8:00:00	5%
8:00:01 – 10:00:00	10%
10:00:01 – 12:00:00	15%
12:00:01 or greater	20%

For any Unprotected Terrestrial Level 3 Private Line (Off-Net) Service:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
0:00:01 – 30:00:00	No Credit
30:00:01 – 36:00:00	2.5%
36:00:01 – 42:00:00	5%
42:00:01 or greater	7.5%

(D) Off-Net Service Limitations. The Service Levels set forth in this Section 7 and the rights of termination pursuant to Section 4.4 of the Agreement respecting Level 3 Private Line (Off-Net) Service shall only apply to Terrestrial Level 3 Private Line (Off-Net) Service with end point locations in the United States and/or the European Union. For any other Off-Net Local Loop Service or Level 3 Private Line (Off-Net) Service provisioned by Level 3 through a third party carrier for the benefit of Customer and not otherwise covered by this Section 7, Level 3 will pass-through to Customer any service levels and associated credits (or other express remedies) (if applicable) provided to Level 3 by the applicable third party carrier.

5. **Chronic Outage.** Customer may elect to terminate an affected On-Net Level 3 Private Line Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage,

(1) For Protected On-Net Level 3 Private Line Service, such Protected On-Net Level 3 Private Line Service is unavailable (as defined in Section 7(B) above) for four (4) or more separate occasions of more than two (2) hours each OR for more than twenty four (24) hours in the aggregate in any calendar month; or

(2) For Unprotected On-Net Level 3 Private Line Service, such Unprotected On-Net Level 3 Private Line Service is unavailable (as defined in Section 7(B) above) for three (3) or more separate occasions of more than twelve (12) hours each OR for more than forty two (42) hours in the aggregate in any calendar month.

Customer may only terminate such On-Net Level 3 Private Line Service that is unavailable as described above, and must exercise its right to terminate the affected On-Net Level 3 Private Line Service under this Section, in writing, within thirty (30) days after the event giving rise to a right of termination hereunder,

which termination will be effective as set forth by Customer in such notice of termination. Except for any credits that have accrued pursuant to Section 7, this Section 8 sets forth the sole remedy of Customer for chronic outages or interruptions of any Level 3 Private Line Service.

9. LEVEL 3 GLOBAL WAVELENGTH SERVICE

1. Service Description. Level 3 Global Wavelength Service is a 2.5GB or 10GB (or greater, as agreed by the parties) transparent, Unprotected virtual channel(s) (or wavelength(s)) on the Level 3 network between two (2) termination nodes.

2. Interconnection.

(A) To use the Level 3 Global Wavelength Service, Customer must provide to Level 3, at each termination node, a SONET or SDH-framed 2.5Gb or 10Gb (or greater, as applicable) signal as defined by Telcordia GR-253-CORE or 10Gb Ethernet signal as defined by IEEE 802.3ae ("Traffic"), which Traffic will thereafter be delivered by Level 3, in like format, to the opposite and corresponding termination node.

The demarcation point for the Level 3 Global Wavelength Service shall be the Level 3 OSX or fiber termination panel at the termination node. Customer shall be solely responsible for providing all interconnection equipment used both to deliver traffic to or to accept traffic from Level 3 in the formats described above and for any and all protection schemes Customer chooses to implement respecting the Traffic. For a termination node at a location other than a Level 3 Gateway, Customer shall provide Level 3 with space and power (at no charge to Level 3), as reasonably requested by Level 3, for placement and operation of an OSX, fiber termination panel or other equipment within the Customer Premises.

(B) With respect to construction of Facilities to the Customer Premises and installation, maintenance and repair of Facilities within the Customer Premises, Customer shall provide Level 3 with access to and the use of Customer's entrance facilities and inside wiring, and/or shall procure rights for Level 3 allowing the placement of Facilities necessary for installation of Facilities to deliver the Level 3 Global Wavelength Service to the Customer Premises. All costs associated with procuring and maintaining rights needed to obtain entry to the building (and the real property on which the building is located) within which the Customer Premises are located, and costs to procure and maintain rights within such building to the Customer Premises, shall be borne by Customer.

3. Transmission System. Level 3 reserves the right (but shall not be obligated) to transfer any Level 3 Global Wavelength Service from one transmission system to another upon reasonable advance notice to Customer. Such transfer shall be effected in such a way as to minimize, to the extent reasonably possible, the extent and duration of any disruption in the operation of the Level 3 Global Wavelength Service. If any planned transfer of the Level 3 Global Wavelength Service from one transmission system to another will adversely affect Customer's schemes for system diversity along the particular route of the Level 3 Global Wavelength Service between the termination nodes, Level 3 and Customer agree to work together so as to preserve, to the extent feasible, Customer's diversity requirements.

4. Service Levels.

(A) Installation Service Level. Level 3 will exercise commercially reasonable efforts to install any Level 3 Global Wavelength Service on or before the Customer Commit Date specified for the particular Level 3 Global Wavelength Service. This Installation Service Level shall not apply to Customer Orders that contain incorrect information supplied by Customer, or Customer Orders that are altered at Customer's request after submission and acceptance by Level 3. In the event Level 3 does not meet this Installation Service Level for a particular Level 3 Global Wavelength Service for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the monthly recurring charges ("MRC") for the affected Level 3 Global Wavelength Service as set forth in the following table:

Installation Delay Beyond Customer Commit Date	Service Level Credit
1 – 5 business days	5%
6 – 20 business days	10%
21 business days or greater	15%

(B) Availability Service Level. In the event that any Level 3 Global Wavelength Service becomes unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC for the affected Level 3 Global Wavelength Service based on the cumulative unavailability for the affected Level 3 Global Wavelength Service in a given calendar month as set forth in the following table:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
0:00:01 – 6:00:00	No Credit
6:00:01 – 8:00:00	5%
8:00:01 – 10:00:00	10%
10:00:01 – 12:00:00	15%
12:00:01 or greater	20%

For purposes of this Section 6(B), “unavailable” or “unavailability” means the duration of a break in transmission measured from the first of ten (10) consecutive severely erred seconds (“SESS”) on the affected Level 3 Global Wavelength Service until the first of ten (10) consecutive non-SESSs. An SES is a second with a bit error ratio of greater than or equal to 1 in 1000.

5. **Chronic Outage.** Customer may elect to terminate an affected On-Net Level 3 Global Wavelength Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, such On-Net Level 3 Global Wavelength Service is unavailable (as defined in Section 6(B) above) for three (3) or more separate occasions of more than twelve (12) hours each OR for more than forty two (42) hours in the aggregate in any calendar month. Customer may only terminate such On-Net Level 3 Global Wavelength Service that is unavailable as described above, and must exercise its right to terminate the affected On-Net Level 3 Global Wavelength Service under this Section, in writing, within thirty (30) days after the event giving rise to a right of termination hereunder, which termination will be effective as set forth by Customer in such notice of termination. Except for any credits that have accrued pursuant to Section 6, this Section 7 sets forth the sole remedy of Customer for chronic outages or interruptions of any Level 3 Global Wavelength Service.

10. BROADCAST AND VIDEO SERVICES

1. RATES AND CHARGES

A. PRICING AND CHARGES

Monthly recurring charges (“MRCs”), non-recurring charges (“NRCs”) and other charges (“Ancillary Charges”) as set forth in applicable Reservation Confirmation(s) or Service Order(s) (collectively, “Orders”) are firm for the Service Term reflected on the related Order.

B. USF CHARGES

Vyvx will not apply a USF Charges to Video Services. Vyvx will invoice USF Charges associated with Third Party Services. In the event Vyvx decides to apply a USF Charge to Video Services, Vyvx will provide advance written notice to Customer of any such charge. The USF Charge shall only be effective on a going-forward basis.

C. PAYMENT TERMS AND CHARGES

Ordering activities agree to pay recurring and non-recurring charges for services, as set forth in applicable order and/or quote ("Quote") referenced in such order commencing on the date Vyvx notifies Customer that the relevant service is available for use.

D. THIRD PARTY SERVICES

In conjunction with Vyvx services, Vyvx may, upon ordering activity's request, arrange for Services to be provided by a third party ("Third Party Services"), such as local access services, interexchange services, or international service. The service level parameters and related warranties (if any), surcharges, outage credits, required commitments, termination liability, limitations, and other service-specific terms of the Third Party Service shall be those of the provider of the Third Party Services ("Third Party Provider"). All charges incurred by Vyvx for such Third Party Service shall be invoiced to the ordering activity and ordering activity shall be responsible for payment thereof.

E. ORDERING LOCAL ACCESS SERVICE

In the event ordering activity requests that Vyvx order local access service: (1) Vyvx shall provision and coordinate the installation of the service, and conduct the initial testing of an interconnection between the Vyvx service and the local access service; (2) Vyvx will not begin billing ordering activity for local access services until related Vyvx services are turned up; (3) ordering activity shall pay all charges, including without limitation recurring charges, installation charges, non-recurring charges, or applicable termination/cancellation charges, of the local access provider(s); and (4) Vyvx shall not be obligated to provision any local access service except in connection with an order for Vyvx services. If Vyvx is ordering local access service on ordering activity's behalf, ordering activity shall execute a letter of agency, in a form provided by Vyvx, authorizing Vyvx to interact directly with local access provider(s). (b) ordering activity may order its own local access services from a vendor who has established entrance facilities in a Vyvx point of presence or other vendors with Vyvx's prior written permission, and in such event: (1) ordering activity's provider shall directly bill ordering activity for such local access services; (2) Vyvx shall charge ordering activity for any associated entrance facility or mileage charges if it provides carrier facility assignment "CFA" to ordering activity; and (3) ordering activity shall ensure that ordering activity-ordered local access services are turned up at the same time as the Vyvx services and shall be obligated to pay for Vyvx services regardless of whether Ordering activity-ordered local access services are ready.

2. TERMS AND CONDITIONS

A. OCCASIONAL VIDEO FIBER SERVICE

a. **Reservation Confirmation.** Confirmation of a reservation made by Customer for Occasional Video Service is made generally via facsimile or email ("Reservation Confirmation"). A Reservation Confirmation shall be considered a "Service Order". After a Reservation Confirmation has been sent to Customer but before transmission has commenced, Customer may request, subject to availability, advancement of the beginning time ("Early Acceptance") or extension of the ending time ("Extension") of such reservation. After transmission of an Occasional Video Service reservation has commenced, Customer may request, subject to availability, extension of the ending time of such reservation ("Overage"). Additional charges for Early Acceptance, Extension, or Overage may apply.

i. **Standard DV-45 Service.** Standard DV-45 Service transmits Customer's video signal at 45 mbps and is available in fifteen (15) minute billing increments up to one (1) hour. Standard DV-45 Service ordered (as stated on the relevant Reservation Confirmation) for a period of time in excess of sixty (60) minutes is billed at an equally divided sixty (60) minute charge for each fifteen (15) minute period.

- ii. **MPEG-2 Compressed Service.** MPEG-2 Compressed Service uses the MPEG-2 standard to compress Customer's video signal for transmission at between 3 and 22 mbps (in 1 mbps increments). MPEG-2 Compressed Service is available in one minute billing increments with a five minute minimum.
- iii. **Hybrid MPEG-2 Compressed Service.** Hybrid MPEG-2 Compressed Service uses both the MPEG-2 Compressed Service and Standard DV-45 Service to transmit Customer's video signal at between 3 and 22 mbps (in 1 mbps increments). Hybrid MPEG-2 Compressed Service is available in one minute billing increments with a five minute minimum.
- b. **Orders for Occasional Video Service.** The particular Occasional Video Service ordered by Customer and associated pricing shall be set forth in a Reservation Confirmation, or Service Order incorporated herein by reference.
- c. **Outage Credits and Exceptions.**
 - i. Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time when Occasional Video Service is unavailable or does not conform to the Technical Specifications set forth in Section e below ("Outage"). An Outage shall begin upon the earlier of Vyvx's actual knowledge of the Outage or Vyvx's receipt of notice from the Customer of the Outage. In the event of an Outage, Customer shall be entitled to a credit in an amount determined by multiplying the applicable minute charge for such Service by the number of minutes or portion thereof (rounded to the nearest full minute) that such Outage occurred ("Outage Credit") upon Vyvx's receipt of Customer's written request for such Outage Credit. Such written request must be received by Vyvx within thirty (30) calendar days of the Outage and the Outage Credit shall be credited on Customer's next monthly invoice. If Vyvx does not receive Customer's written request within such thirty (30) calendar day period, Customer shall be deemed to waive its right to the Outage Credit. Outage Credits are Customer's sole and exclusive remedy for any failure, interruption or degradation of the Occasional Video Service.
 - ii. **Exceptions.** Customer shall not receive an Outage Credit if the Outage is: (i) caused by Customer or others authorized by Customer to use the Services under the contract; (ii) due to the failure of power, facilities, equipment, systems or connections not provided by Vyvx; (iii) caused by the failure of Third Party Service; (iv) the result of network maintenance activity as set forth in Section 5 below; or (v) due to a force majeure event as defined in the contract.

B. DEDICATED VIDEO FIBER SERVICE

- a. **Outage Credits and Exceptions.**
 - i. **Outage Credits.** Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted, period of time during which Dedicated Video Fiber Service is unavailable or does not conform to the Technical Specifications set forth in Section c below ("Outage"). An Outage shall begin upon the earlier of Vyvx's actual knowledge of the Outage or Vyvx's receipt of notice from the Customer of the Outage. In the event of an Outage, Customer shall be entitled to a credit at the rate of 1/1440 of the MRC each half hour or major fraction thereof in excess of the first half hour ("Outage Credit") upon Vyvx's receipt of Customer's written request for such Outage Credit. Such written request must be received by Vyvx within thirty (30) calendar days of the Outage, and the Outage Credit shall be credited on Customer's next monthly invoice. If Vyvx does not receive Customer's written request within such thirty (30) calendar day period, Customer shall be deemed to waive its right to the Outage Credit. Outage Credits are Customer's sole and exclusive remedy for any failure, interruption or degradation of the Dedicated Video Service.

- ii. Exceptions. Customer shall not receive an Outage Credit if the Outage is: (i) of a cumulative duration of less than one-half (½) hour during any month; (ii) caused by Customer or others authorized by Customer to use the Services under the contract; (iii) due to the failure of power, facilities, equipment, systems or connections not provided by Vyvx; (iv) caused by the failure of Third Party Services; (v) the result of network maintenance activity as set forth in Section d below; or (vi) due to a force majeure event as defined in the contract.

C. TELEPORT AND SATELLITE VIDEO TRANSMISSION SERVICES

a. Outage Credits and Exceptions.

- i. **Outage Credits.** Customer acknowledges the possibility of an unscheduled period of time during which the Teleport Service is unavailable (“Outage”). An Outage shall begin upon the earlier of Vyvx’s actual knowledge of the Outage or Vyvx’s receipt of notice from the Customer of the Outage, and will be considered to have ended when Services have been restored. In the event of an Outage, Customer shall be entitled to a credit (“Outage Credit”) as set forth in 4.1(a) or 4.1(b), as applicable, upon Vyvx’s receipt of Customer’s written request for such Outage Credit. Such written request must be received by Vyvx within thirty (30) calendar days of the Outage, and the Outage Credit shall be credited on Customer’s next monthly invoice. If Vyvx does not receive Customer’s written request within such thirty (30) calendar day period, Customer shall be deemed to waive its right to the Outage Credit.
 - (a) For dedicated Teleport Service, in the event of an Outage that continues for five (5) minutes or longer, Customer shall be entitled to an Outage Credit based upon the particular dedicated Teleport Service MRC and the length of the Outage calculated pursuant to the equation in the table below. The maximum Outage Credit for any one (1) calendar month shall not exceed the MRC for the affected Teleport Service.

Outage Credit Equation
Outage duration (in number of minutes) multiplied by the MRC of affected dedicated Teleport Service divided by 43,200 (deemed number of minutes per month)

- (b) For occasional Teleport Service, in the event of an Outage, Customer shall receive an Outage Credit in an amount determined by multiplying the applicable minute charge for such Teleport Service by the number of minutes or portion thereof (rounded to the nearest full minute) that such Outage occurred. The maximum Outage Credit for any one (1) calendar month shall not exceed the MRC for the affected Teleport Service.
- ii. Exceptions. Customer shall not receive an Outage Credit if the Outage is a result of, or attributable in whole or in part to: (i) any failure on the part of Customer to perform its material or operational obligations pursuant to the contract; (ii) the failure of Customer’s signal provided by Customer or by carriers other than Vyvx; (iii) the failure of transmission lines, equipment, connections, or other facilities provided by the Customer; (iv) the failure or nonperformance of any earth station not provided by Vyvx; (v) scheduled maintenance where Customer has been notified of scheduled maintenance in advance; (vi) interference from third party transmission or usage; (vii) cooperative testing; (viii) sun transit outage, rain fade or other force majeure event as defined in the contract; or (ix) any act or failure to act by Customer.

C. MPLS VIDEO

(1) RATES AND CHARGES – MPLS VIDEO

a. Overview.

- i. **Pricing and Charges.** Charges for MPLS Video Services include monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") as set forth in applicable Service Order and/or quote ("Quote") referenced in such Service Order.
- ii. **Pricing Options.** Customer can select a rate plan from Table 2 in support of their respective traffic mix. The specific MRC for each rate will be indicated in Customer's Service Order and does not include the local loop or Third Party charges.

Table 2 MPLS Video Services Pricing			
Traffic Type	Flat Rate	Peak Usage Rate	Hourly
Unicast	\$	Yes	N/A
Multi-cast	\$	Yes	Yes

For purposes of this schedule N/a shall be recognized as "not applicable."

- iii. **Flat Rate Pricing.** A circuit is provisioned as a full circuit giving Customer the ability to use the entire port. For Flat Rate Pricing, the MRC is fixed each month, and does not change due to usage of the circuit.
- iv. **Peak Usage Pricing.** A circuit is provisioned as a full circuit giving Customer the ability to use the entire port. For Peak Usage Pricing, the MRC represents a static port charge plus a usage charge to be applied to the invoice each month based on the actual usage for the preceding month. This usage charge can vary from month-to-month. The usage charge is determined by multiplying the Mbps port usage amount by the determined per meg base rate as stated in the applicable Service Order. To determine the monthly Mbps port usage amount, Vyvx shall reconcile Customer's usage at the end of each month. The Mbps port usage amount in a given month shall be the higher of either inbound or outbound traffic measured at the ninety-fifth percentile (95%) (remove top 5% of total traffic readings or 144 of 2,880 readings for a 30 day month). To attain the traffic measurements described in the preceding sentence, Customer's traffic will be sampled every five (5) minutes and aggregated in fifteen (15) minute increments, as determined by Vyvx. Customers that agree to a minimum traffic commitment level will have a MRC equal to the static port charge plus a usage charge associated with the commitment level. If Customer agrees to a minimum Mbps port usage commitment and uses less than or equal to the commitment level, Customer's MRC will not change. If the usage is more than the commitment level, a usage charge applied to the additional usage will appear on the invoice in the following month.
- v. **Hourly.** The hourly pricing option applies to multi-cast traffic only. Multi-cast traffic is billed on a "sender only pays" basis. One hundred percent (100%) of the bandwidth usage across the port associated with the multi-cast source is captured for the month. The usage in terms of hours is calculated by summing up the usage associated with every 15 minute reading and dividing by Customer's bandwidth subscription rate. This result is then divided by the number of seconds in an hour (3,600), to determine the number of multi-cast hours used in the month. This monthly total is then multiplied by the corresponding hourly rate as set forth in the Service Order.

- b. **Rates.**
Pricing provided upon request on an individual case basis based on the solution provided.
- c. **Outage Credits and Exceptions.**
 - i. **Outage Credits.** Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time during which MPLS Video Service fails to conform due to an “Outage” (defined as failure to conform to the Service Availability, Latency, Packet Loss and Jitter technical specifications as outlined in Section j below). An Outage shall begin upon the earlier of Vyvx’s actual knowledge of the Outage or Vyvx’s receipt of notice from Customer and Customer has released all or part of the MPLS Video Service for repair of the Outage. In the event of an Outage, Customer shall be entitled to a credit (“Outage Credit”) upon Vyvx’s receipt of Customer’s written request for such Outage Credit. Such written request must be received by Vyvx within thirty (30) calendar days of the Outage and the Outage Credit shall be credited on Customer’s next monthly invoice. If Vyvx does not receive Customer’s written request within such thirty (30) day period Customer shall be deemed to waive its right to the Outage Credit. Customer acknowledges that data Customer may compile from the Net InView Software is a representation of the MPLS Video Services and Vyvx IP network performance and cannot be used to determine failure by Vyvx to meet the technical specifications set forth in Section j Vyvx will make all determinations of whether the MPLS Video Service conforms to the technical specifications.
 - (a) For Availability, the amount of Outage Credit shall equal 1/1800 of the MRC for each whole minute that the affected Service is not available.
 - (b) For Latency, Packet Loss and Jitter the amount of Outage Credit shall equal one-day’s MRC for any Outage during any calendar month the Service fails to conform to the service level agreements (“SLAs”) as specified in Section i below.
 - (c) In no event shall Vyvx’s liability exceed fifty percent (50%) of the MRC for the affected circuit during any calendar month.
 - ii. **Exceptions.** Customer shall not receive an Outage Credit if the Outage is: (i) caused by CPE failure; (ii) caused by Customer or others authorized by Customer to use the Services under the contract; (iii) due to the failure of power, facilities, equipment, systems or connections not provided by Vyvx; (iv) caused by the failure of Third Party Provider Service to Vyvx fiber optic network; (v) the result of maintenance performed by Vyvx in accordance with Section I of this Schedule including but not limited to Grooms as set forth in the contract; or (vi) due to a force majeure event as defined in the contract.

11. LEVEL 3 MANAGED ETHERNET ACCESS (MEA)

The Level 3 Managed Ethernet Access (MEA) is a fully monitored and managed, CPE-based solution available at any location using TDM/SONET loops. By using MEA, providers are free to craft customer-specific solutions with access to multiple services using the same access facilities.

MEA is offered in a variety of configurations as outlined below:

WT-WAN-ISG-WU540-SAC	FastE over NxDS-1 Solution --- 1x10/100Base-T & 1x100-FX Customer Interfaces with NxDS-1 Uplink (Max. uplink bandwidth ~5 Mbps)	Qty.
ISG 140	ISG 140, (4 T1s, 1x10/100, 1x100-FX), 1 AC pwr supply	1
Accessory Kit	AC Power Cord, & 19" Rack Mount/Wall Mount Kit	1
Cable	Cat-5 (10-meters)	4
ISG-MAINTENANCE	CPE Maintenance Service	1
ISG-INSTALL	CPE EF&I Services - Including On-Site Professional Installation (Single Unit)	1
ISG-MANAGEMENT	CPE Monitoring & Management (Single Unit)	1

WT-WAN-ISG-WU540-SDC	FastE over NxDS-1 Solution --- 1x10/100Base-T & 1x100-FX Customer Interfaces with NxDS-1 Uplink (Max. uplink bandwidth ~5 Mbps)	Qty.
ISG 140	ISG 140, (4 T1s, 1x10/100, 1x100-FX), Dual feed -48Vdc power supply	1
Accessory Kit	19" Rack Mount/Wall Mount Kit	1
Cable	Cat-5 (10-meters)	4
ISG-MAINTENANCE	CPE Maintenance Service	1
ISG-INSTALL	CPE EF&I Services – Including On-Site Professional Installation (Single Unit)	1
ISG-MANAGEMENT	CPE Monitoring & Management (Single Unit)	1

WT-WAN-ISG-WU580-SAC	FastE over NxDS-1 Solution --- 1x10/100Base-T & 1x100-FX Customer Interfaces with NxDS-1 Uplink (Max. uplink bandwidth ~10 Mbps)	Qty.
ISG 180	ISG 180, (8 T1s, 1x10/100, 1x100-FX), 1 AC pwr supply	1
Accessory Kit	AC Power Cord, & 19" Rack Mount/Wall Mount Kit	1
Cable	Cat-5 (10-meters)	8
ISG-MAINTENANCE	CPE Maintenance Service	1
ISG-INSTALL	CPE EF&I Services - Including On-Site Professional Installation (Single Unit)	1
ISG-MANAGEMENT	CPE Monitoring & Management (Single Unit)	1

WT-WAN-ISG-WU599-SAC	FastE over NxDS-1 Solution --- 4x10/100Base-T & 2xT-1 (CES) Customer Interfaces with NxDS-1 Uplink (Max. uplink bandwidth ~10 Mbps)	Qty.
ISG 2200 AC Chassis	ISG 2200 Chassis, 2 AC pwr supply (2T1/E1, 4BT, 1GE, 1 slot, no optics)	1
NxDS-1 Uplink Module	T1/E1/J1 - 8 port (with NxT1/E1 Uplink)	1
Accessory Kit	AC Power Cord, & 19" Rack Mount/Wall Mount Kit	1
Cable	Cat-5 (10-meters)	8
ISG-MAINTENANCE	CPE Maintenance Service	1
ISG-INSTALL	CPE EF&I Services - Including On-Site Professional Installation (Single Unit)	1
ISG-MANAGEMENT	CPE Monitoring & Management (Single Unit)	1

WT-WAN-ISG-WU598-SAC	10/100BaseT over DS-3 Solution --- 2x10/100Base-T & 1xT-1 (CES) Customer Interfaces with DS-3 Uplink (Max. uplink bandwidth ~43 Mbps)	Qty.
ISG 45+ AC Unit	ISG 45+ AC Unit, (1T1, 2BT, DS3 uplink), 1 AC pwr supply	1
Accessory Kit	AC Power Cord, & 19" Rack Mount/Wall Mount Kit	1
Cable	Cat-5 (10-meters)	2
Cable	Coax Cable – Bundle of 6 (10-meters)	1
Connectors	BNC Connector	4
ISG-MAINTENANCE	CPE Maintenance Service Fee	1
ISG-INSTALL	CPE EF&I Services – Including On-Site Professional Installation (Single Unit)	1
ISG-MANAGEMENT	CPE Monitoring & Management (Single Unit)	1

WT-WAN-ISG-WU598-SDC	10/100BaseT over DS-3 Solution --- 2x10/100Base-T & 1xT-1 (CES) Customer Interfaces with DS-3 Uplink (Max. uplink bandwidth ~43 Mbps)	Qty.
ISG 45+ DC Unit	ISG 45+ DC Unit, (1T1, 2BT, DS3 uplink), Dual feed - 48Vdc power supply	1
Accessory Kit	19" Rack Mount/Wall Mount Kit	1
Cable	Cat-5 (10-meters)	2
Cable	Coax Cable - Bundle of 6 (10-meters)	1
Connectors	BNC Connector	4
ISG-MAINTENANCE	CPE Maintenance Service Fee	1
ISG-INSTALL	CPE EF&I Services - Including On-Site Professional Installation (Single Unit)	1
ISG-MANAGEMENT	CPE Monitoring & Management (Single Unit)	1

WT-WAN-ISG-WU597-SAC	10/100BaseT over NxDS-3 Solution --- 4x10/100Base-T & 2xT-1 (CES) Customer Interfaces with NxDS-3 Uplink (Max. uplink bandwidth ~122 Mbps) GigE over NxDS-3 Solution --- 1xGigE & 2xT-1 (CES) Customer Interface with NxDS-3 Uplink (Max. uplink bandwidth ~122 Mbps)	Qty.
ISG 2200 AC Chassis	ISG 2200 Chassis, 2 AC pwr supply (2T1/E1, 4BT, 1GE, 1 slot, no optics)	1
GigE SFP	SFP GigE 1310 SM LX (up to 10 km)	1
NxDS-3 Uplink Module	DS3, Clear Channel - 3 port (with NxDS-3 Uplink)	1
Accessory Kit	AC Power Cord, & 19" Rack Mount/Wall Mount Kit	1
Cable	Cat-5 (10-meters)	4
Cable	Single Mode Fiber (10-meters)	2
Cable	Coax Cable - Bundle of 6 (10-meters)	1
Connectors	BNC Connector	12
ISG-MAINTENANCE	CPE Maintenance Service Fee	1
ISG-INSTALL	CPE EF&I Services - Including On-Site Professional Installation (Single Unit)	1
ISG-MANAGEMENT	CPE Monitoring & Management (Single Unit)	1

WT-WAN-ISG-WU596-SAC	10/100BaseT over OC-3c Solution --- 4x10/100Base-T & 2xT-1 (CES) Customer Interfaces with OC-3 Uplink (Max. uplink bandwidth ~146 Mbps) GigE over OC-3c Solution --- 1xGigE & 2xT-1 (CES) Customer Interface with OC-3 Uplink (Max. uplink bandwidth ~146 Mbps)	Qty.
ISG 2200 AC Chassis	ISG 2200 Chassis, 2 AC pwr supply (2T1/E1, 4BT, 1GE, 1 slot, no optics)	1
GigE SFP	SFP GigE 1310 SM LX (up to 10 km)	1
OC-3 Uplink Module	OC-3/STM-1, Clear Channel - 1 port	1
OC-3 SFP	SFP OC-3 1310 SM-IR (up to 15 km)	1
Accessory Kit	AC Power Cord, & 19" Rack Mount/Wall Mount Kit	1
Cable	Single Mode Fiber (10-meters)	4
Cable	Cat-5 (10-meters)	4
ISG-MAINTENANCE	CPE Maintenance Service Fee	1
ISG-INSTALL	CPE EF&I Services - Including On-Site Professional Installation (Single Unit)	1
ISG-MANAGEMENT	CPE Monitoring & Management (Single Unit)	1

WT-WAN-ISG-WU595-SAC	10/100BaseT over OC-12c Solution --- 4x10/100Base-T & 2xT-1 (CES) Customer Interfaces with OC-12 Uplink (Max. uplink bandwidth ~586 Mbps) GigE over OC-12c Solution --- 1xGigE & 2xT-1 (CES) Customer Interface with OC-12 Uplink (Max. uplink bandwidth ~586 Mbps)	Qty.
ISG 2200 AC Chassis	ISG 2200 Chassis, 2 AC pwr supply (2T1/E1, 4BT, 1GE, 1 slot, no optics)	1
GigE SFP	SFP GigE 1310 SM LX (up to 10 km)	1
OC-12 Uplink Module	OC-12/STM-4, Clear Channel – 1 port	1
OC-12 SFP	SFP OC-12 1310 SM IR (up to 15 km)	1
Accessory Kit	AC Power Cord, & 19" Rack Mount/Wall Mount Kit	1
Cable	Single Mode Fiber (10-meters)	4
Cable	Cat-5 (10-meters)	4
ISG-MAINTENANCE	CPE Maintenance Service Fee	1
ISG-INSTALL	CPE EF&I Services – Including On-Site Professional Installation (Single Unit)	1
ISG-MANAGEMENT	CPE Monitoring & Management (Single Unit)	1

WT-WAN-ISG-WU594-SAC	10/100BaseT over GigE Solution --- 4x10/100Base-T & 2xT-1 (CES) Customer Interfaces with GigE Uplink (Max. uplink bandwidth ~1 Gbps)	Qty.
ISG 2200 AC Chassis	ISG 2200 Chassis, 2AC pwr supply (2T1/E1, 4BT, 1GE, 1 slot, no optics)	1
GigE SFP	SFP GigE 1310 SM LX (up to 10 km)	1
ISG 2200 Filler Panel	ISG 2200 Blank Interface Slot Faceplate	1
Accessory Kit	AC Power Cord, & 19" Rack Mount/Wall Mount Kit	1
Cable	Single Mode Fiber (10-meters)	1
Cable	Cat-5 (10-meters)	4
ISG-MAINTENANCE	CPE Maintenance Service Fee	1
ISG-INSTALL	CPE EF&I Services (Single Unit)	1
ISG-MANAGEMENT	CPE Monitoring & Management (Single Unit)	1

WT-WAN-ISG-WU593-SAC	GigE over GigE Solution --- 1xGigE, 4x10/100Base-T & 2xT-1 (CES) Customer Interfaces with GigE Uplink (Max. uplink bandwidth ~1 Gbps)	Qty.
ISG 2200 AC Chassis	ISG 2200 Chassis, 2AC pwr supply (2T1/E1, 4BT, 1GE, 1 slot, no optics)	1
GigE SFP	SFP GigE 1310 SM LX (up to 10 km)	1
GigE Module	Gigabit Ethernet, SFP - 1 port	1
GigE SFP	SFP GigE 1310 SM LX (up to 10 km)	1
Accessory Kit	AC Power Cord, & 19" Rack Mount/Wall Mount Kit	1
Cable	Single Mode Fiber (10-meters)	1
Cable	Cat-5 (10-meters)	4
ISG-MAINTENANCE	CPE Maintenance Service Fee	1
ISG-INSTALL	CPE EF&I Services (Single Unit)	1
ISG-MANAGEMENT	CPE Monitoring & Management (Single Unit)	1

12. CONTENT DELIVERY NETWORK SERVICES

1. Service Descriptions. Level 3 Content Delivery Service enables Customer to distribute Web content via a global network of cache servers. Level 3 Intelligent Traffic Manager (ITM) Service is a DNS-based routing and load balancing technology that can be used by Customers to route traffic across internal and external networks, or in conjunction with other Level 3 Content Delivery Services. Level 3 Content Storage Service is a Service that enables Customers to upload and store content on Level 3's on-net storage platform for the purpose of delivering that content via the internet utilizing Level 3 Content Delivery Service or Level 3 Streaming Service. Level 3 automatically replicates all content uploaded for redundancy.

2. Equipment.

2.1 Customer is solely responsible for selecting, supplying, installing, operating, maintaining, and the compatibility of any equipment, facilities and/or other materials used in connection with the Service which are not provided by Level 3 ("Customer Equipment"), including any related applications, systems and software. Level 3 expressly disclaims any responsibility for Customer Equipment. Customer: (a) will ensure that all Customer Equipment and any related applications, systems and software used with or connected to the Service or the Level 3 network comply with all applicable laws, licenses, industry standards and reasonable instructions provided by Level 3; and (b) understands that if any Customer Equipment or related applications, systems, or software impairs its use of the Service, Customer will remain liable for applicable charges and any otherwise applicable service level agreement will not apply.

2.2 If the Service includes the use of equipment or related software provided by Level 3 or its licensors ("Level 3 Equipment"), Customer agrees: (a) that Customer will not assert any ownership interest whatsoever in the Level 3 Equipment; (b) that Customer will keep the Level 3 Equipment free and clear from all liens, claims and encumbrances; and (c) that Customer will take all reasonably necessary actions to protect Level 3's interest in the Level 3 Equipment.

2.3 If Customer wishes to place any Customer Equipment in any Level 3 location or facility, the parties must have in place separate terms and conditions applicable to such arrangement.

3. Charges. Customer may elect to be billed based on either a "95th Percentile" or "Actual Usage" billing methodology (each as further described below). The manner of billing selected and applicable charges will be as set forth in the applicable Customer Order and shall remain in effect for the duration of the Service Term specified in such Customer Order.

3.1 95th Percentile. Where the 95th Percentile billing methodology is applicable, Level 3 will determine the total inbound and outbound bytes of Customer content delivered across each Level 3 cache server cluster every 5 minutes (each such total being a "Sample" and each such 5 minute period being a "Sample Period"). At the end of each billing month, the Samples from each applicable Level 3 defined

“Region” (typically a large geographic area such as North America or Europe) will be sorted from highest to lowest, the highest 5% will be discarded, and the next highest remaining Sample Period total will be set as the “95th Percentile Sample” for that Region and converted to Mbps. The price per Mbps shall be as set forth in the applicable Customer Order.

All pricing provided to Customer for traffic to be billed on the 95th Percentile billing methodology is based on the assumption that Customer’s utilization of Content Delivery Service will not contain any peak that is greater than three (3) times the 95th Percentile Sample (any peak meeting such threshold being a “Disproportionate Peak”). If, at the end of a given monthly period, Customer’s usage contains a Disproportionate Peak Level 3 reserves the right to bill customer for all usage that exceeded the 95th Percentile Sample using the Actual Usage billing methodology at a price per GB transferred calculated by dividing the per Mbps stated in the applicable Customer Order by 32. Additionally, where Level 3 reasonably believes that Customer has intentionally manipulated Customer’s usage of the Content Delivery Service to lower the 95th Percentile Sample (“Abusive Usage”), Level 3 reserves the right to bill customer for all charges avoided as a result of such Abusive Usage.

3.2 Actual Usage. Where the Actual Usage billing methodology is applicable, Level 3 will invoice Customer for the total inbound and outbound bytes of Customer content transferred utilizing the Service at the price per GB set forth in the applicable Customer Order.

3.3 Committed Data Rate. Where indicated in the Customer Order, Customer shall be billed based on a Committed Data Rate (“CDR”). CDR charges for Content Delivery Service consist of four (4) components: (a) a non-recurring installation charge per property; (b) a monthly recurring charge (if applicable); (c) a monthly recurring charge based on the CDR; and (d) monthly usage charges to the extent usage in a particular month exceeds the CDR.

3.4 Level 3 Content Storage Service. Customer’s usage of Level 3 Content Storage Service shall be billed based on the highest capacity of storage utilized by Customer during any point in the relevant month at the price per GB set forth in the applicable Customer Order. Charges for the Service may include the following: (a) a non-recurring installation charge; (b) a monthly recurring charge (if applicable); (c) a monthly recurring charge based on the minimum commitment; (d) monthly usage charges to the extent usage in a particular month exceeds the minimum commitment; and (e) an expedite fee (if applicable). For clarity, if Customer’s capacity usage is higher than the minimum commitment, Customer will, in addition to being billed for the minimum commitment, be billed for any capacity utilized in excess of the minimum commitment at the contracted-for excess usage price per Gigabyte. Level 3 reserves capacity equal to the capacity committed by Customer based on the minimum commitment; any other capacity needed shall be subject to capacity availability.

4. Intellectual Property; Customer Content.

4.1 Neither party is granted a license or other right (express, implied or otherwise) to use any trademarks, copyrights, service marks, trade names, patents, trade secrets or other form of intellectual property of the other party or its affiliates without the express prior written authorization of the other party. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, translate, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party. Notwithstanding the first sentence of this Section 7, Customer grants Level 3 a limited, non-exclusive, royalty free license to any data or content provided by Customer in using the Service solely and exclusively for the purpose of and to the extent necessary to provide the Service.

4.2 Customer shall indemnify, defend and hold Level 3, its directors, officers, and employees harmless from any loss, damage, expense or liability resulting from or related to any third party claim that any content or services provided or delivered by or for Customer in connection with the Service or under this Agreement infringes upon any U.S. patent, copyright, trademark, service mark, trade secret or other intellectual property or proprietary right of such third party; except that Customer shall not have any

indemnification obligation under this Section to the extent such claim arises out of or is related to (i) modification of such service by Level 3, its employees, agents, representatives or contractors or (ii) Level 3's use of the content or service for a purpose other than as intended. Additionally, Level 3 reserves the right to adhere to the safe harbor provisions of the Digital Millennium Copyright Act. The obligations set forth in this paragraph constitute Customer's total responsibility to Level 3 with respect to any claim for patent, copyright, trademark, service mark, trade secret or other intellectual property infringement relating to the Service.

4.3 Customer shall indemnify, defend and hold Level 3, its directors, officers, and employees harmless from any loss, damage, expense or liability related to any third party claim arising from or relating to any content provided or delivered by or for Customer in connection with the Service.

5. Service Levels

5.1 Service Level Target/Credit Calculation. The Level 3 Content Delivery Service includes a service level target that the Customer content located on the Level 3 content delivery network will have a faster response time than the content located on the Customer's origin server, subject to the terms and conditions of this Service Level Agreement. If the average daily response time of the content located on the Level 3 content delivery network is not faster than the average daily response time of the content on Customer's origin server on a particular day, Customer will receive a service credit as described below.

5.2 Performance Measurement. Level 3 will determine performance using an independent performance testing company. Performance will be measured as a daily (24-hour period) average using performance testing agents situated in various locations around the world. These testing agents will provide Level 3 with a daily average of the download time for the content. The testing agents are located in major metropolitan areas designated by Level 3 throughout the United States, EMEA and Asia-Pacific. Level 3 reserves the right to change the testing agent locations in its discretion. Level 3 will provide Customer with a 100-kb text file to be stored on Customer's origin site. Level 3 will then enable the 100-kb file, thereby loading it on the Level 3 content delivery network. The testing agents will test the download time of this text file from the Level 3 content delivery network and compare it to the download time of the same file from Customer's origin server.

5.3 Process. In the event Level 3 fails to meet the service level agreement described herein on a particular day, Customer will be entitled to a service credit equal to one day of the relevant Content Delivery Service fees, calculated as the relevant month's Content Delivery Service fees divided by thirty. All daily service credits accrued during a month as calculated pursuant to this service level will be aggregated to produce a total credit due for that month. To request a credit, Customer must contact Level 3 Customer Service (contact information can be found at www.level3.com) or deliver a written request (with sufficient detail necessary to identify the affected Service) within 60 days after the end of the month in which the credit was earned.

5.4 Limitations. Customer will not be entitled to receive any otherwise applicable service credit if the failure to achieve the service level results from (a) erroneous availability measurements by the testing agents, as verified by the testing company; (b) any failure or inaccessibility of testing agents; (c) Customer's origin server being unavailable or not responding to the testing agents; (d) Customer initiated invalidation (such as redirection) or expiration of the 100 kb test file that prevents the caching of the 100 kb test file onto the Level 3 content delivery network; or (e) an Excused Outage. This service level and service credit applies only to standard Level 3 Content Delivery Service data. This Service Level is not valid for customers with geographic restrictions on content delivery using Footprint®, a proprietary content routing technology. In no event shall the total service credits issued to Customer per month exceed the monthly recurring charges for the affected Service for that month.

6. **Resale Restriction.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule as a stand-alone wholesale service to a third party without the express written consent of Level 3.

13. VOICE TERMINATION

1. **Applicability.** This Service Schedule, along with applicable tariffs, applies where Customer orders Level 3[®] Voice Termination Service (“3VT Service”) in the United States. Level 3[®] Voice Termination Service may be designated as (3)Voice[®] Termination Service in customer orders, order acceptance, service delivery, billing (and related) documents.

2. **Definitions.** Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.

“Call Delivery Information” means the variables in the signaling stream used to route, rate and calculate jurisdiction for a given 3VT call.

“International” means anywhere outside of the 48 contiguous United States.

“PSTN” is the Public Switched Telephone Network.

“Short Duration Call” means a call that is less than or equal to 6 seconds in duration as measured in Conversation Minutes (as defined below).

“U.S. Domestic” means the continental United States, not including Alaska and Hawaii.

3. **Service Description.** 3VT Service provides the delivery of voice traffic from the Customer premises to the PSTN. Customer must interconnect to the 3VT Service (at a Level 3 point of presence) through: i) a time division multiplexing (“TDM”) interface (using SS7 signaling or ISDN PRI’s) and/or ii) subject to the requirements of Section 6 below, a dedicated Internet connection (using SIP signaling). Traffic delivered in a format not supported by Level 3 or which Level 3 reasonably believes: i) is fraudulent, ii) will unreasonably interfere with other customers’ use of the network or iii) may jeopardize the integrity of the network may be blocked by Level 3 and not delivered. Calls not supported by Level 3 under this Service Schedule include: 976, 911, 900, 888, 877, 866, 800, and 700 calls, as well as Directory Assistance and Operator Service. All International dial codes will be established by Level 3.

4. **Billing and Rates.**

(A) Customer will be billed at Level 3’s then current 3VT Service usage rates for voice traffic. Usage charges are based on the actual usage of 3VT Service, measured in “Conversation Minutes,” which begin when the called party answers and end when either party disconnects. If the called party does not answer, Level 3 may disconnect that call (normally after 150 seconds) and bill the call for 120 seconds. Customer’s International rates, International discounts and International billing increments are subject to change upon 5 day’s notice by Level 3 to Customer; all other rates, discounts and billing increments are subject to change upon 7 day’s notice by Level 3 to Customer. Rate changes may be provided by Level 3 via electronic mail to the following e-mail address: _____ and shall be deemed received when sent by Level 3 in accordance with the above.

(B) Current billing increments are as follows:

Terminating Destination	Initial Billing Increment (seconds)	Additional Billing Increments (seconds)
U.S. Domestic	6	6
International (excluding Mexico)	30	6
Mexico	60	60

(C) Level 3 shall determine call jurisdiction for billing and rating purposes based on the Call Delivery Information accompanying calls delivered by Customer to Level 3 and the destination digits (dialed NPA-NXX-XXXX), or if such Call Delivery Information is not available, Level 3 will use a default telephone number to determine call jurisdiction. If the jurisdiction of more than 10% (which percentage is subject to change on 30 days prior written notice by Level 3) of Customer's traffic in a given billing cycle cannot be determined using the Call Delivery Information, all traffic exceeding such percentage will be billed at intrastate rates.

(D) If Customer reasonably disputes any (3)VT Service charges, then Customer shall notify Level 3 in writing of the disputed charge(s) and provide supporting documentation of such dispute within 90 days from the applicable invoice date, including the type of dispute (i.e. rates, classification of minutes of use ("MOU")) and the dispute amount per dispute type). If the dispute is a rate dispute, Customer's documentation must include the disputed country, the dispute time period, the billed rate (and the correct rate according to Customer's records) and the number of minutes and dollars in dispute for each country. Customer shall not blend rates if multiple rates apply in a given month. If the dispute is an MOU dispute, Customer's documentation must include the type of MOU dispute, the dispute time period, and the number of minutes and dollars in dispute for each country (along with a diskette, CD-Rom, or other mutually agreed method, which provides a call-by-call detail of the disputed calls/MOUs (including Customer's call detail records ("CDRs") from its switch versus Level 3's CDRs showing all unmatched calls)). Disputes not containing the forgoing information will be denied. If Level 3 determines that a dispute is valid, Level 3 will credit Customer's account in an amount equal to the dispute amount determined to be valid. In the event the parties cannot mutually resolve a dispute within 30 calendar days of receipt of Customer' written notice of the dispute, all disputed amounts together with applicable late fees shall become due and payable, and both parties shall retain available legal remedies (as limited by the Agreement).

(E) **Short Duration Call Surcharge.** If 10% or more of Customer's completed calls are equal to or less than 6 seconds in length during any billing cycle, then Level 3 may bill and Customer shall pay Level 3 a \$0.015 charge per Short Duration Call. This charge will be in addition to Customer's 3VT Service per minute usage rates. Alternatively, Level 3 may terminate Customer's 3VT Service and disconnect all IP or TDM connections on 30 days prior written notice.

5. **Traffic Integrity.** Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to Customer (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. Upon Level 3's request, Customer shall certify in writing its continued compliance with this Section.

6. **Dedicated Internet Interconnections and Minimum Usage Commitments**

(A) All dedicated Internet interconnections must be procured through Level 3 or a Level 3 peering partner. Delivery of traffic via a dedicated Internet interconnection is subject to Customer successfully completing interoperability testing with Level 3 using the Customer voice application(s). Customer will notify Level 3 and agree to conduct additional interoperability testing prior to Customer's implementing any software or call flow upgrade, enhancement or modification thereto as respects the delivery of 3VT traffic. All special configurations are subject to Level 3's prior written approval. Level 3 may terminate (without liability) 3VT Service where proper interoperability testing has not been completed.

(B) Where Customer is using a TDM interface to interconnect to Level 3, Customer's dedicated ports (as stated in the applicable Customer Order(s)) must have minimum usage charges of \$750 per month per DS-1 and \$7,500 per month per DS-3 for 3VT traffic sent across such ports (determined on a monthly aggregate basis as provided below). Taxes, fees and surcharges payable under the Agreement shall not contribute. Minimum usage will be determined by Level 3 by totaling all contributing 3VT usage charges for traffic sent by Customer across all of Customer's TDM interfaces, and comparing that total to the sum of all usage minimums (per DS-1 and DS-3) as stated above. If total contributing usage is less than the total commitment, Level 3 may bill and Customer shall pay Level 3 a shortfall fee equal to the difference.

Further, Level 3 reserves the right to monitor usage across each TDM interface and, if usage drops below 10,000 minutes of usage per month on a DS-1 or 150,000 minutes of use per month on a DS-3 for two (2) consecutive months, Level 3 may give Customer 30 days written notice that the relevant DS-1/DS-3 will be disconnected by Level 3 and Customer will be responsible for any associated LEC termination liability.

Where a Customer is using an IP interface to interconnect to the Level 3 Network, Customer acknowledges and agrees to minimum usage per month of 1,500 minutes per SIP Session allocated by Level 3 ("Monthly Minimum IP Interface Usage"). Level 3 reserves the right to monitor usage across each IP interface and, if Customer's monthly usage drops below the Monthly Minimum IP Interface Usage for two (2) consecutive months, Level 3 may either charge a shortfall fee of \$25 per underutilized SIP Session or give Customer 15 days written notice ("Notice Period") that the relevant SIP sessions will be disconnected by Level 3 immediately following the Notice Period.

7. **Restrictions for Postalized Rates.** Where the Customer Order for 3VT Service provides rates for the Service, Service is provided for Customer's internal, non-call center use only (the "Conforming Use"). Notwithstanding anything in the Agreement to the contrary, Customer shall not without the express written consent of Level 3 (i) use the Service for resale purposes, (ii) use any Service for call center purposes, or (iii) use least cost routing (LCR) in conjunction with the Service (each, a "Non-Conforming Use"). In the event Customer uses Services for a Non-Conforming Use, Customer shall be liable for the difference between the rates for Conforming Use and the higher rates which Level 3 would have applied for Non-Conforming Use. If in Level 3's reasonable judgment (i) Customer's usage disproportionately terminates to and/or originates in high cost areas or international cell phones, (ii) Customer is using the Service for resale or call center purposes, Level 3 will provide Customer with five (5) business days' notice to modify traffic to correct its usage. If Customer fails to modify its traffic or correct usage, Level 3 reserves the right to adjust usage rates. If Customer does not comply with Level 3's notice to adjust its usage or does not consent to the subsequent rate adjustment, Level 3 shall have the right to immediately terminate the Agreement and Customer shall remain liable for all usage charges incurred prior to such termination.

SMALL BUSINESS

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

Preamble

Level 3 Communications, LLC provides commercial services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

Commitment

- To actively seek and partner with small businesses.
- To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.
- We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts.

- To accelerate potential opportunities, please contact David Martinez phone 720-888-3161, e-mail David.Martinezl@level3.com.

BLANKET PURCHASE AGREEMENT

Best Value Blanket Purchase AGREEMENT FEDERAL Supply Schedule
(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and (Level 3 Communications, LLC) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s)

_____.
Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

ORDERING ACTIVITY	DATE	Level 3 Communications, LLC	DATE
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BPA NUMBER

(CUSTOMER NAME)

SAMPLE BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER *SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION DELIVERY SCHEDULE/DATES

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

CONTRACTOR TEAM ARRANGEMENTS

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

The customer identifies their requirements.

Federal Supply Schedule Contractors may individually meet the customer's needs, or -

Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.

Customers make a best value selection.

LEVEL 3 SCHEDULE PRICE LIST

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-51	PS-1	Project Manager III	\$94.30	NA
132-51	PS-2	Project Manager II	\$77.98	NA
132-51	PS-3	Project Manager I	\$76.17	NA
132-51	PS-4	Project Coordinator II	\$64.38	NA
132-51	PS-5	Project Coordinator I	\$53.50	NA
132-51	PS-6	Manager	\$138.73	NA
132-51	PS-7	Director	\$190.42	NA
132-51	PS-8	Sr. Network Architect	\$190.42	NA
132-51	PS-9	Senior Network Consultant	\$104.28	NA
132-51	PS-10	Network Consultant III	\$94.30	NA
132-51	PS-11	Network Consultant II	\$77.98	NA
132-51	PS-12	Senior Installation Technician	\$81.61	NA
132-51	PS-13	Installation Technician III	\$74.35	NA
132-51	PS-14	Installation Technician II	\$60.75	NA
132-51	PS-15	Installation Technician I	\$58.94	NA
132-51	PS-16	Senior Operations Technician	\$80.70	NA
132-51	PS-17	Operations Technician III	\$69.82	NA
132-51	PS-18	Operations Technician II	\$59.85	NA
132-51	PS-19	Operations Technician I	\$51.68	NA
132-51	PS-20	Senior Technical Writer	\$77.98	NA
132-51	PS-21	Lead Drafting Technician	\$75.26	NA
132-51	PS-22	Sr. Drafting Technician	\$62.57	NA
132-51	PS-23	Center Manager - PM	\$113.34	N/A
132-51	PS-24	Team Developer – Assistant Manager/Supervisor	\$82.60	N/A
132-51	PS-25	Contact Center Agent	\$55.41	N/A
132-51	PS-26	Trainer Specialist	\$74.10	N/A
132-51	PS-27	Workforce Scheduler	\$65.49	N/A
132-51	PS-28	Quality Assurance Analyst	\$75.56	N/A
132-51	PS-29	Business Analyst	\$84.12	N/A
132-51	PS-30	Contact Center Tech Support	\$65.49	N/A

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-52	DIA-001	Dedicated Internet Access DS1	\$307.54	NA
132-52	DIA-002	Dedicated Internet Access2xDS1	\$647.57	NA
132-52	DIA-003	Dedicated Internet Access DS3-3mb	\$834.21	NA
132-52	DIA-004	Dedicated Internet Access3xDS1	\$777.54	NA
132-52	DIA-006	Dedicated Internet Access4xDS1	\$820.61	NA
132-52	DIA-007	Dedicated Internet Access DS3-6mb	\$903.73	NA
132-52	DIA-008	Dedicated Internet AccessDS3-9mb	\$984.58	NA
132-52	DIA-009	Dedicated Internet AccessDS3-12mb	\$1,035.96	NA
132-52	DIA-020	Dedicated Internet Access DS3-45mb	\$2,699.85	NA
132-52	DIA-021	Dedicated Internet Access OC3	\$5,111.05	NA
132-52	DIA-032	Managed DIA DS1 NRC	\$906.75	NA
132-52	DIA-033	Managed DIA >DS1 NRC	\$4,533.75	NA
132-52	CPE-1	T1 Cisco 1841 (2x10/100) Monitoring only/Maintenance 8x5	\$272.71	NA
132-52	CPE-2	2xT1 Cisco 1841Monitoring only/Maintenance 8x5	\$335.98	NA
132-52	CPE-3	4xT1 Cisco 2811 (2x10/100) Kit Monitoring only/Maintenance 8x5	\$649.59	NA
132-52	CPE-4	6 x T1 Cisco 2811 (dual 10/100) Kit Monitoring only/Maintenance 8x5	\$776.13	NA
132-52	CPE-5	8xDS1 Cisco 3825 (dual 10/100) Kit Monitoring only/Maintenance 8x5	\$1,559.17	NA
132-52	CPE-6	DS3 Cisco 3825 (dual 10/100) Kit Monitoring only/Maintenance 8x5	\$1,587.18	NA
132-52	CPE-7	DS3 Cisco 3845 (dual 10/100) Kit Monitoring only/Maintenance 8x5	\$1,872.11	NA
132-52	CPE-8	FE Cisco 3845 (dual 10/100) Kit Monitoring only/Maintenance 8x5	\$1,338.74	NA
132-52	CPE-9	7206 VXR NPE-G1 OC-3 Packet-over-SONET (3x10/100/1000) Monitoring only/Maintenance 8x5	\$2,800.23	NA
132-52	CPE-10	7206 VXR NPE-G2 GigE (3x10/100/1000) Monitoring only/Maintenance 8x5	\$2,500.40	NA
132-52	CPE-11	T1 Cisco 1841 (2x10/100) Managed / 8x5 Maintenance	\$299.91	NA
132-52	CPE-12	2xT1 Cisco 1841 Managed / 8x5 Maintenance	\$363.18	NA
132-52	CPE-13	4xT1 Cisco 2811 (2x10/100) Kit Managed / 8x5 Maintenance	\$758.40	NA
132-52	CPE-14	6 x T1 Cisco 2811 (dual 10/100) Kit Managed / 8x5 Maintenance	\$884.94	NA
132-52	CPE-15	8xDS1 Cisco 3825 (dual 10/100) Kit Managed / 8x5 Maintenance	\$1,341.55	NA
132-52	CPE-16	DS3 Cisco 3825 (dual 10/100) Kit Managed / 8x5 Maintenance	\$1,813.87	NA
132-52	CPE-17	DS3 Cisco 3845 (dual 10/100) Kit Managed / 8x5 Maintenance	\$2,098.80	NA
132-52	CPE-18	FE Cisco 3845 (dual 10/100) Kit Managed / 8x5 Maintenance	\$1,121.12	NA
132-52	CPE-19	7206 VXR NPE-G1 OC-3 Packet-over-SONET (3x10/100/1000) Managed / 8x5 Maintenance	\$3,026.91	NA

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-52	CPE-20	7206 VXR NPE-G2 GigE (3x10/100/1000) Managed / 8x5 Maintenance	\$2,727.09	NA
132-52	CPE-21	T1 Cisco 1841 (2x10/100) Managed "Unlimited" / 8x5 Maintenance	\$308.98	NA
132-52	CPE-22	2xT1 Cisco 1841 Managed "Unlimited" / 8x5 Maintenance	\$372.25	NA
132-52	CPE-23	4xT1 Cisco 2811 (2x10/100) Kit Managed "Unlimited" / 8x5 Maintenance	\$794.67	NA
132-52	CPE-24	6 x T1 Cisco 2811 (dual 10/100) Kit Managed "Unlimited" / 8x5 Maintenance	\$921.21	NA
132-52	CPE-25	8xDS1 Cisco 3825 (dual 10/100) Kit Managed "Unlimited" / 8x5 Maintenance	\$1,341.55	NA
132-52	CPE-26	DS3 Cisco 3825 (dual 10/100) Kit Managed "Unlimited" / 8x5 Maintenance	\$1,895.48	NA
132-52	CPE-27	DS3 Cisco 3845 (dual 10/100) Kit Managed "Unlimited" / 8x5 Maintenance	\$2,180.41	NA
132-52	CPE-28	FE Cisco 3845 (dual 10/100) Kit Managed "Unlimited" / 8x5 Maintenance	\$1,121.12	NA
132-52	CPE-29	7206 VXR NPE-G1 OC-3 Packet-over-SONET (3x10/100/1000) Managed "Unlimited" / 8x5 Maintenance	\$3,108.52	NA
132-52	CPE-30	7206 VXR NPE-G2 GigE (3x10/100/1000) Managed "Unlimited" / 8x5 Maintenance	\$2,808.69	NA
132-52	CPE-31	T1 Cisco 1841 (2x10/100) Maintenance 8x5 plus monitoring of GFE	\$71.61	NA
132-52	CPE-32	2xT1 Cisco 1841 Maintenance 8x5 plus monitoring of GFE	\$177.39	NA
132-52	CPE-33	4xT1 Cisco 2811 (2x10/100) Kit Maintenance 8x5 plus monitoring of GFE	\$177.39	NA
132-52	CPE-34	6 x T1 Cisco 2811 (dual 10/100) Kit Maintenance 8x5 plus monitoring of GFE	\$365.08	NA
132-52	CPE-35	8xDS1 Cisco 3825 (dual 10/100) Kit Maintenance 8x5 plus monitoring of GFE	\$365.08	NA
132-52	CPE-36	DS3 Cisco 3825 (dual 10/100) Kit Maintenance 8x5 plus monitoring of GFE	\$431.40	NA
132-52	CPE-37	DS3 Cisco 3845 (dual 10/100) Kit Maintenance 8x5 plus monitoring of GFE	\$431.40	NA
132-52	CPE-38	FE Cisco 3845 (dual 10/100) Kit Maintenance 8x5 plus monitoring of GFE	\$431.40	NA
132-52	CPE-39	7206 VXR NPE-G1 OC-3 Packet-over-SONET (3x10/100/1000) Maintenance 8x5 plus monitoring of GFE	\$686.29	NA
132-52	CPE-40	7206 VXR NPE-G2 GigE (3x10/100/1000) Maintenance 8x5 plus monitoring of GFE	\$686.29	NA
132-52	CPE-41	T1 Cisco 1841 (2x10/100) Managed/8x5 Maintenance of GFE	\$98.72	NA
132-52	CPE-42	2xT1 Cisco 1841 Managed/8x5 Maintenance of GFE	\$98.72	NA
132-52	CPE-43	4xT1 Cisco 2811 (2x10/100) Kit Managed/8x5 Maintenance of GFE	\$286.20	NA
132-52	CPE-44	6 x T1 Cisco 2811 (dual 10/100) Kit Managed/8x5 Maintenance of GFE	\$286.20	NA

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-52	CPE-45	8xDS1 Cisco 3825 (dual 10/100) Kit Managed/8x5 Maintenance of GFE	\$147.46	NA
132-52	CPE-46	DS3 Cisco 3825 (dual 10/100) Kit Managed/8x5 Maintenance of GFE	\$147.46	NA
132-52	CPE-47	DS3 Cisco 3845 (dual 10/100) Kit Managed/8x5 Maintenance of GFE	\$658.08	NA
132-52	CPE-48	FE Cisco 3845 (dual 10/100) Kit Managed/8x5 Maintenance of GFE	\$213.78	NA
132-52	CPE-49	7206 VXR NPE-G1 OC-3 Packet-over-SONET (3x10/100/1000) Managed/8x5 Maintenance of GFE	\$912.98	NA
132-52	CPE-50	7206 VXR NPE-G2 GigE (3x10/100/1000) Managed/8x5 Maintenance of GFE	\$912.98	NA
132-52	CPE-51	T1 Cisco 1841 (2x10/100) Managed "Unlimited" / 8x5 Maintenance plus monitoring of GFE	\$107.79	NA
132-52	CPE-52	2xT1 Cisco 1841 Managed "Unlimited" / 8x5 Maintenance of GFE	\$322.47	NA
132-52	CPE-53	4xT1 Cisco 2811 (2x10/100) Kit Managed "Unlimited" / 8x5 Maintenance of GFE	\$322.47	NA
132-52	CPE-54	6 x T1 Cisco 2811 (dual 10/100) Kit Managed "Unlimited" / 8x5 Maintenance of GFE	\$322.47	NA
132-52	CPE-55	8xDS1 Cisco 3825 (dual 10/100) Kit Managed "Unlimited" / 8x5 Maintenance of GFE	\$673.38	NA
132-52	CPE-56	DS3 Cisco 3825 (dual 10/100) Kit Managed "Unlimited" / 8x5 Maintenance of GFE	\$673.38	NA
132-52	CPE-57	DS3 Cisco 3845 (dual 10/100) Kit Managed "Unlimited" / 8x5 Maintenance of GFE	\$739.69	NA
132-52	CPE-58	FE Cisco 3845 (dual 10/100) Kit Managed "Unlimited" / 8x5 Maintenance of GFE	\$213.78	NA
132-52	CPE-59	7206 VXR NPE-G1 OC-3 Packet-over-SONET (3x10/100/1000) Managed "Unlimited" / 8x5 Maintenance of GFE	\$994.59	NA
132-52	CPE-60	7206 VXR NPE-G2 GigE (3x10/100/1000) Managed "Unlimited" / 8x5 Maintenance of GFE	\$468.67	NA
132-52	CPE-61	NRC for Staging/Configuration	\$453.38	NA
132-52	CPE-62	On site installation	\$680.06	NA
132-52	WT-WAN-ISG-WU540-SAC-NRC	NxDS-1 CPE (AC Power) Package (1)	\$382.85	N/A
132-52	WT-WAN-ISG-WU540-SAC-MRC1	NxDS-1 CPE (AC Power) Package (1)	\$430.71	N/A
132-52	WT-WAN-ISG-WU540-SAC-MRC2	NxDS-1 CPE (AC Power) Package (1)	\$308.19	N/A
132-52	WT-WAN-ISG-WU540-SAC-MRC3	NxDS-1 CPE (AC Power) Package (1)	\$271.82	N/A
132-52	WT-WAN-ISG-WU540-SDC-NRC	NxDS-1 CPE (DC Power) Package (1)	\$382.85	N/A
132-52	WT-WAN-ISG-WU540-SDC-MRC1	NxDS-1 CPE (DC Power) Package (1)	\$430.71	N/A

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-52	WT-WAN-ISG-WU540-SDC-MRC2	NxDS-1 CPE (DC Power) Package (1)	\$308.19	N/A
132-52	WT-WAN-ISG-WU540-SDC-MRC3	NxDS-1 CPE (DC Power) Package (1)	\$271.82	N/A
132-52	WT-WAN-ISG-WU580-SAC-NRC	NxDS-1 CPE (AC Power) Package (2)	\$382.85	N/A
132-52	WT-WAN-ISG-WU580-SAC-MRC1	NxDS-1 CPE (AC Power) Package (2)	\$546.52	N/A
132-52	WT-WAN-ISG-WU580-SAC-MRC2	NxDS-1 CPE (AC Power) Package (2)	\$419.22	N/A
132-52	WT-WAN-ISG-WU580-SAC-MRC3	NxDS-1 CPE (AC Power) Package (2)	\$389.55	N/A
132-52	WT-WAN-ISG-WU580-SDC-NRC	NxDS-1 CPE (DC Power) Package (2)	\$382.85	N/A
132-52	WT-WAN-ISG-WU580-SDC-MRC1	NxDS-1 CPE (DC Power) Package (2)	\$546.52	N/A
132-52	WT-WAN-ISG-WU580-SDC-MRC2	NxDS-1 CPE (DC Power) Package (2)	\$419.22	N/A
132-52	WT-WAN-ISG-WU580-SDC-MRC3	NxDS-1 CPE (DC Power) Package (2)	\$389.55	N/A
132-52	WT-WAN-ISG-WU599-SAC-NRC	NxDS-1 CPE (AC Power) Package (3)	\$382.85	N/A
132-52	WT-WAN-ISG-WU599-SAC-MRC1	NxDS-1 CPE (AC Power) Package (3)	\$733.16	N/A
132-52	WT-WAN-ISG-WU599-SAC-MRC2	NxDS-1 CPE (AC Power) Package (3)	\$579.06	N/A
132-52	WT-WAN-ISG-WU599-SAC-MRC3	NxDS-1 CPE (AC Power) Package (3)	\$550.35	N/A
132-52	WT-WAN-ISG-WU598-SAC-NRC	DS-3 CPE (AC Power) Package	\$382.85	N/A
132-52	WT-WAN-ISG-WU598-SAC-MRC1	DS-3 CPE (AC Power) Package	\$576.19	N/A
132-52	WT-WAN-ISG-WU598-SAC-MRC2	DS-3 CPE (AC Power) Package	\$455.59	N/A
132-52	WT-WAN-ISG-WU598-SAC-MRC3	DS-3 CPE (AC Power) Package	\$424.01	N/A
132-52	WT-WAN-ISG-WU598-SDC-NRC	DS-3 CPE (DC Power) Package	\$382.85	N/A
132-52	WT-WAN-ISG-WU598-SDC-MRC1	DS-3 CPE (DC Power) Package	\$576.19	N/A
132-52	WT-WAN-ISG-WU598-SDC-MRC2	DS-3 CPE (DC Power) Package	\$455.59	N/A
132-52	WT-WAN-ISG-WU598-SDC-MRC3	DS-3 CPE (DC Power) Package	\$424.01	N/A
132-52	WT-WAN-ISG-WU597-SAC-NRC	NxDS-3 CPE (AC Power) Package	\$382.85	N/A
132-52	WT-WAN-ISG-WU597-SAC-MRC1	NxDS-3 CPE (AC Power) Package	\$1,122.71	N/A
132-52	WT-WAN-ISG-WU597-SAC-MRC2	NxDS-3 CPE (AC Power) Package	\$995.41	N/A
132-52	WT-WAN-ISG-WU597-SAC-MRC3	NxDS-3 CPE (AC Power) Package	\$899.70	N/A

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-52	WT-WAN-ISG-WU596-SAC-NRC	OC-3 CPE (AC Power) Package	\$478.56	N/A
132-52	WT-WAN-ISG-WU596-SAC-MRC1	OC-3 CPE (AC Power) Package	\$1,519.91	N/A
132-52	WT-WAN-ISG-WU596-SAC-MRC2	OC-3 CPE (AC Power) Package	\$1,192.58	N/A
132-52	WT-WAN-ISG-WU596-SAC-MRC3	OC-3 CPE (AC Power) Package	\$979.14	N/A
132-52	WT-WAN-ISG-WU595-SAC-NRC	OC-12 CPE (AC Power) Package	\$478.56	N/A
132-52	WT-WAN-ISG-WU595-SAC-MRC1	OC-12 CPE (AC Power) Package	\$1,940.09	N/A
132-52	WT-WAN-ISG-WU595-SAC-MRC2	OC-12 CPE (AC Power) Package	\$1,557.24	N/A
132-52	WT-WAN-ISG-WU595-SAC-MRC3	OC-12 CPE (AC Power) Package	\$1,298.82	N/A
132-52	WT-WAN-ISG-WU594-SAC-NRC	GigE CPE (AC Power) Package (1)	\$382.85	N/A
132-52	WT-WAN-ISG-WU594-SAC-MRC1	GigE CPE (AC Power) Package (1)	\$662.33	N/A
132-52	WT-WAN-ISG-WU594-SAC-MRC2	GigE CPE (AC Power) Package (1)	\$372.32	N/A
132-52	WT-WAN-ISG-WU594-SAC-MRC3	GigE CPE (AC Power) Package (1)	\$275.65	N/A
132-52	WT-WAN-ISG-WU593-SAC-NRC	GigE CPE (AC Power) Package (2)	\$382.85	N/A
132-52	WT-WAN-ISG-WU593-SAC-MRC1	GigE CPE (AC Power) Package (2)	\$1,053.79	N/A
132-52	WT-WAN-ISG-WU593-SAC-MRC2	GigE CPE (AC Power) Package (2)	\$567.58	N/A
132-52	WT-WAN-ISG-WU593-SAC-MRC3	GigE CPE (AC Power) Package (2)	\$405.82	N/A
132-52	PPL-DS1-1Y-PM	DS1 per mile MRC 1 Year	\$0.91	N/A
132-52	PPL-DS1-1Y-MIN	DS1 minimum charge MRC 1 Year	\$181.35	N/A
132-52	PPL-DS1-3Y-PM	DS1 per mile MRC 3 Year	\$0.88	N/A
132-52	PPL-DS1-3Y-MIN	DS1 minimum charge MRC 3 Year	\$177.00	N/A
132-52	PPL-DS1-5Y-PM	DS1 per mile MRC 5 Year	\$0.85	N/A
132-52	PPL-DS1-5Y-MIN	DS1 minimum charge MRC 5 Year	\$169.38	N/A
132-52	PPL-DS1-INS	DS1 installation	\$377.81	N/A
132-52	PPL-DS3-1Y-PM	DS3 per mile MRC 1 Year	\$3.11	N/A
132-52	PPL-DS3-1Y-MIN	DS3 minimum charge MRC 1 Year	\$622.54	N/A
132-52	PPL-DS3-1Y-INS	OC3 installation 1 Year	\$377.81	N/A
132-52	PPL-OC3-1Y-PM	OC3 per mile MRC 1 Year	\$6.49	N/A
132-52	PPL-OC3-1Y-MIN	OC3 minimum charge MRC 1 Year	\$1,297.89	N/A
132-52	PPL-OC3-1Y-INS	OC3 installation 1 Year	\$1,511.25	N/A
132-52	PPL-OC12-1Y-PM	OC12 per mile MRC 1 Year	\$14.01	N/A
132-52	PPL-OC12-1Y-MIN	OC12 minimum charge MRC 1 Year	\$2,801.48	N/A
132-52	PPL-OC12-1Y-INS	OC12 installation 1 Year	\$2,266.88	N/A
132-52	PPL-OC48-1Y-PM	OC48 per mile MRC 1 Year	\$48.75	N/A
132-52	PPL-OC48-1Y-MIN	OC48 minimum charge MRC 1 Year	\$9,749.45	N/A
132-52	PPL-OC48-1Y-INS	OC48 installation 1 Year	\$3,778.13	N/A
132-52	PPL-DS3-3Y-PM	DS3 per mile MRC 3 Year	\$2.96	N/A

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-52	PPL-DS3-3Y-MIN	DS3 minimum charge MRC 3 Year	\$591.06	N/A
132-52	PPL-DS3-3Y-INS	DS3 installation 3 Year	\$377.81	N/A
132-52	PPL-OC3-3Y-PM	OC3 per mile MRC 3 Year	\$6.16	N/A
132-52	PPL-OC3-3Y-MIN	OC3 minimum charge MRC 3 Year	\$1,232.99	N/A
132-52	PPL-OC3-3Y-INS	OC3 installation 3 Year	\$1,511.25	N/A
132-52	PPL-OC12-3Y-PM	OC12 per mile MRC 3 Year	\$13.31	N/A
132-52	PPL-OC12-3Y-MIN	OC12 minimum charge MRC 3 Year	\$2,662.80	N/A
132-52	PPL-OC12-3Y-INS	OC12 installation 3 Year	\$2,266.88	N/A
132-52	PPL-OC48-3Y-PM	OC48 per mile MRC 3 Year	\$43.87	N/A
132-52	PPL-OC48-3Y-MIN	OC48 minimum charge MRC 3 Year	\$8,774.51	N/A
132-52	PPL-OC48-3Y-INS	OC48 installation 3 Year	\$3,778.13	N/A
132-52	PPL-DS3-5Y-PM	DS3 per mile MRC 5 Year	\$2.80	N/A
132-52	PPL-DS3-5Y-MIN	DS3 minimum charge MRC 5 Year	\$559.57	N/A
132-52	PPL-DS3-5Y-INS	DS3 installation 5 Year	\$377.81	N/A
132-52	PPL-OC3-5Y-PM	OC3 per mile MRC 5 Year	\$5.83	N/A
132-52	PPL-OC3-5Y-MIN	OC3 minimum charge MRC 5 Year	\$1,166.88	N/A
132-52	PPL-OC3-5Y-INS	OC3 installation 5 Year	\$1,511.25	N/A
132-52	PPL-OC12-5Y-PM	OC12 per mile MRC 5 Year	\$12.61	N/A
132-52	PPL-OC12-5Y-MIN	OC12 minimum charge MRC 5 Year	\$2,522.65	N/A
132-52	PPL-OC12-5Y-INS	OC12 installation 5 Year	\$2,266.88	N/A
132-52	PPL-OC48-5Y-PM	OC48 per mile MRC 5 Year	\$41.44	N/A
132-52	PPL-OC48-5Y-MIN	OC48 minimum charge MRC 5 Year	\$8,287.03	N/A
132-52	PPL-OC48-5Y-INS	OC48 installation 5 Year	\$3,778.13	N/A
132-52	PPL-WV2.5-1Y-PM	2.5G WL per mile MRC 1 Year	\$39.00	N/A
132-52	PPL-WV2.5-1Y-MIN	2.5G WL minimum charge MRC 1 Year	\$7,799.50	N/A
132-52	PPL-WV2.5-1Y-INS	2.5G WL installation 1 Year	\$3,778.13	N/A
132-52	PPL-WV10-1Y-PM	10G WL per mile MRC 1 Year	\$115.77	N/A
132-52	PPL-WV10-1Y-MIN	10G WL minimum charge MRC 1 Year	\$23,154.77	N/A
132-52	PPL-WV10-1Y-INS	10G WL installation 1 Year	\$7,556.25	N/A
132-52	PPL-WV2.5-3Y-PM	2.5G WL per mile MRC 3 Year	\$35.10	N/A
132-52	PPL-WV2.5-3Y-MIN	2.5G WL minimum charge MRC 3 Year	\$7,019.55	N/A
132-52	PPL-WV2.5-3Y-INS	2.5G WL installation 3 Year	\$3,778.13	N/A
132-52	PPL-WV10-3Y-PM	10G WL per mile MRC 3 Year	\$104.20	N/A
132-52	PPL-WV10-3Y-MIN	10G WL minimum charge MRC 3 Year	\$20,839.29	N/A
132-52	PPL-WV10-3Y-INS	10G WL installation 3 Year	\$7,556.25	N/A
132-52	PPL-WV2.5-5Y-PM	2.5G WL per mile MRC 5 Year	\$33.15	N/A
132-52	PPL-WV2.5-5Y-MIN	2.5G WL minimum charge MRC 5 Year	\$6,629.58	N/A
132-52	PPL-WV2.5-5Y-INS	2.5G WL installation 5 Year	\$3,778.13	N/A
132-52	PPL-WV10-5Y-PM	10G WL per mile MRC 5 Year	\$98.41	N/A
132-52	PPL-WV10-5Y-MIN	10G WL minimum charge MRC 5 Year	\$19,681.55	N/A
132-52	PPL-WV10-5Y-INS	10G WL installation 5 Year	\$7,556.25	N/A
132-52	CCN-001	(3) Center Colocation Cabinets (per Cab)-MRC	\$770.74	N/A
132-52	CCN-002	(3) Center Colocation Private Suites (per SF)-MRC	\$31.74	N/A
132-52	CCN-006	(3) Center Colocation Cabinets (per Cab)-NRC	\$1,360.13	N/A
132-52	FLEX-IPVPN-0-MRC	DS-1 Port	\$322.40	N/A
132-52	FLEX-IPVPN-1-MRC	DS-3 Port	\$1,128.40	N/A
132-52	FLEX-IPVPN-2-MRC	OC-3 Port	\$3,465.80	N/A
132-52	FLEX-IPVPN-3-MRC	OC-12 Port	\$8,463.00	N/A
132-52	FLEX-IPVPN-4-MRC	OC-48 Port	\$22,568.00	N/A

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-52	FLEX-IPVPN-5-MRC	Fast E Port	\$2,418.00	N/A
132-52	FLEX-IPVPN-6-MRC	Gig E Port	\$2,418.00	N/A
132-52	FLEX-VC- NRC	Per VC	\$201.50	N/A
132-52	FLEX-IPVPN-0-NRC	DS-1 Port	\$806.00	N/A
132-52	FLEX-IPVPN-1-NRC	DS-3 Port	\$2,418.00	N/A
132-52	FLEX-IPVPN-2-NRC	OC-3 Port	\$3,224.00	N/A
132-52	FLEX-IPVPN-3-NRC	OC-12 Port	\$4,030.00	N/A
132-52	FLEX-IPVPN-4-NRC	OC-48 Port	\$8,060.00	N/A
132-52	FLEX-IPVPN-5-NRC	Fast E Port	\$4,030.00	N/A
132-52	FLEX-IPVPN-6-NRC	Gig E Port	\$4,030.00	N/A
132-52	FLEX-IPVPN-USAGE-1	100 Mbps ACDR Billing-Bronze COS per MB	\$96.72	N/A
132-52	FLEX-IPVPN-USAGE-2	100 Mbps ACDR Billing-Silver COS per MB	\$101.56	N/A
132-52	FLEX-IPVPN-USAGE-3	100 Mbps ACDR Billing-Gold COS per MB	\$106.39	N/A
132-52	FLEX-IPVPN-USAGE-4	200Mbps ACDR Billing Bronze COS per MB	\$82.21	N/A
132-52	FLEX-IPVPN-USAGE-5	200Mbps ACDR Billing Silver COS per MB	\$86.24	N/A
132-52	FLEX-IPVPN-USAGE-6	200Mbps ACDR Billing Gold COS per MB	\$90.27	N/A
132-52	FLEX-IPVPN-USAGE-7	500Mbps ACDR Billing Bronze COS per MB	\$70.12	N/A
132-52	FLEX-IPVPN-USAGE-8	500Mbps ACDR Billing Silver COS per MB	\$73.35	N/A
132-52	FLEX-IPVPN-USAGE-9	500Mbps ACDR Billing Gold COS per MB	\$77.38	N/A
132-52	FLEX-IPVPN-USAGE-10	1000Mbps ACDR Billing Bronze COS per MB	\$59.64	N/A
132-52	FLEX-IPVPN-USAGE-11	1000Mbps ACDR Billing Silver COS per MB	\$62.06	N/A
132-52	FLEX-IPVPN-USAGE-12	1000Mbps ACDR Billing Gold COS per MB	\$65.29	N/A
132-52	FLEX-IPVPN-USAGE-13	2000Mbps ACDR Billing Bronze COS per MB	\$50.78	N/A
132-52	FLEX-IPVPN-USAGE-14	2000Mbps ACDR Billing Silver COS per MB	\$53.20	N/A
132-52	FLEX-IPVPN-USAGE-15	2000Mbps ACDR Billing Gold COS per MB	\$55.61	N/A
132-52	FLEX-IPVPN-USAGE-16	3000Mbps ACDR Billing Bronze COS per MB	\$42.72	N/A
132-52	FLEX-IPVPN-USAGE-17	3000Mbps CDR Billing Silver COS per MB	\$45.14	N/A
132-52	FLEX-IPVPN-USAGE-18	2000Mbps ACDR Billing Gold COS per MB	\$47.55	N/A
132-52	FLEX-IPVPN-USAGE-19	0-99 Mbps Achievement Billing-Bronze COS per MB	\$130.57	N/A
132-52	FLEX-IPVPN-USAGE-20	0-99 Mbps Achievement Billing-Silver COS per MB	\$137.02	N/A
132-52	FLEX-IPVPN-USAGE-21	0-99 Mbps Achievement Billing-Silver COS per MB	\$144.27	N/A
132-52	FLEX-IPVPN-USAGE-22	100-249 Mbps Achievement Billing-Bronze COS per MB	\$111.23	N/A
132-52	FLEX-IPVPN-USAGE-23	100-249 Mbps Achievement Billing-Silver COS per MB	\$116.87	N/A
132-52	FLEX-IPVPN-USAGE-24	100-249 Mbps Achievement Billing-Gold COS per MB	\$122.51	N/A
132-52	FLEX-IPVPN-USAGE-25	250-499 Mbps Achievement Billing-Bronze COS per MB	\$94.30	N/A
132-52	FLEX-IPVPN-USAGE-26	250-499 Mbps Achievement Billing-Silver COS per MB	\$99.14	N/A
132-52	FLEX-IPVPN-USAGE-27	250-499 Mbps Achievement Billing-Gold	\$103.97	N/A

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
		COS per MB		
132-52	FLEX-IPVPN-USAGE-28	500-749 Mbps Achievement Billing-Bronze COS per MB	\$94.30	N/A
132-52	FLEX-IPVPN-USAGE-29	500-749 Mbps Achievement Billing-Silver COS per MB	\$99.14	N/A
132-52	FLEX-IPVPN-USAGE-30	500-749 Mbps Achievement Billing-Gold COS per MB	\$103.97	N/A
132-52	FLEX-IPVPN-USAGE-31	750-999 Mbps Achievement Billing-Bronze COS per MB	\$94.30	N/A
132-52	FLEX-IPVPN-USAGE-32	750-999 Mbps Achievement Billing-Silver COS per MB	\$99.14	N/A
132-52	FLEX-IPVPN-USAGE-33	750-999 Mbps Achievement Billing-Gold COS per MB	\$103.97	N/A
132-52	FLEX-IPVPN-USAGE-34	1000+ Mbps Achievement Billing-Bronze COS per MB	\$94.30	N/A
132-52	FLEX-IPVPN-USAGE-35	1000+ Mbps Achievement Billing-Silver COS per MB	\$99.14	N/A
132-52	FLEX-IPVPN-USAGE-36	1000+ Mbps Achievement Billing-Gold COS per MB	\$103.97	N/A
132-52	CC-002	CPA Cross Connect MRC - Ocn per pair	\$478.56	N/A
132-52	CC-003	CPA Cross Connect NRC - DS3	\$334.99	N/A
132-52	CC-004	CPA Cross Connect NRC - Ocn per pair	\$957.13	N/A
132-52	CC-005	CPF Cross Connect MRC per pair	\$478.56	N/A
132-52	CC-006	CPF Cross Connect NRC per pair	\$957.13	N/A
132-52	CC-007	InterCab Cabling Cross Connect MRC - CAT5e	\$239.28	N/A
132-52	CC-008	InterCab Cabling Cross Connect MRC - Coax	\$239.28	N/A
132-52	CC-009	InterCab Cabling Cross Connect MRC - Fiber Pair	\$239.28	N/A
132-52	CC-010	InterCab Cabling Cross Connect NRC - CAT5e	\$478.56	N/A
132-52	CC-011	InterCab Cabling Cross Connect NRC - Coax	\$478.56	N/A
132-52	CC-012	InterCab Cabling Cross Connect NRC - Fiber Pair	\$478.56	N/A
132-52	CC-013	InterCab Cabling Cross Connect NRC- Gigabit Ethernet	\$478.56	N/A
132-52	CC-014	InterCab Cabling Cross Connect MRC- Gigabit Ethernet	\$239.28	N/A
132-52	HSIP-002	High Speed IP Access - Fixed Port Fee DS-3	\$2,285.01	N/A
132-52	HSIP-003	High Speed IP Access - Fixed Port Fee FE	\$2,228.59	N/A
132-52	HSIP-004	High Speed IP Access - Fixed Port Fee GE	\$12,896.00	N/A
132-52	HSIP-005	High Speed IP Access - Fixed Port Fee OC- 3	\$6,746.22	N/A
132-52	HSIP-006	High Speed IP Access - Fixed Port Fee OC- 12	\$15,056.08	N/A
132-52	HSIP-014	High Speed IP Access Port - 10Mb commitment-MRC DS-3 Port Only	\$588.38	N/A
132-52	HSIP-018	High Speed IP Access Port - 20Mb commitment-MRC DS-3 Port Only	\$1,128.40	N/A

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-52	HSIP-019	High Speed IP Access Port - 20Mb commitment-MRC FE Port Only	\$934.96	N/A
132-52	HSIP-020	High Speed IP Access Port - 30Mb commitment-MRC FE Port Only	\$1,305.72	N/A
132-52	HSIP-021	High Speed IP Access Port - 30Mb commitment-MRC DS-3 Port Only	\$1,620.06	N/A
132-52	HSIP-022	High Speed IP Access Port - 40Mb commitment-MRC FE Port Only	\$1,612.00	N/A
132-52	HSIP-023	High Speed IP Access Port - 50Mb commitment-MRC FE Port Only	\$1,853.80	N/A
132-52	HSIP-025	High Speed IP Access Port - 50Mb commitment-MRC OC-3 Port Only	\$2,579.20	N/A
132-52	HSIP-028	High Speed IP Access Port - 60Mb commitment-MRC OC-3 Port Only	\$2,998.32	N/A
132-52	HSIP-030	High Speed IP Access Port - 70Mb commitment-MRC OC-3 Port Only	\$3,385.20	N/A
132-52	HSIP-031	High Speed IP Access Port - 80Mb commitment-MRC FE Port Only	\$2,321.28	N/A
132-52	HSIP-032	High Speed IP Access Port - 80Mb commitment-MRC OC-3 Port Only	\$3,739.84	N/A
132-52	HSIP-033	High Speed IP Access Port - 90Mb commitment-MRC FE Port Only	\$2,321.28	N/A
132-52	HSIP-034	High Speed IP Access Port - 90Mb commitment-MRC OC-3 Port Only	\$4,062.24	N/A
132-52	HSIP-035	High Speed IP Access Port - 100Mb commitment-MRC GIGE Port Only	\$2,579.20	N/A
132-52	HSIP-039	High Speed IP Access Port - 200Mb commitment-MRC OC12 Port Only	\$6,286.80	N/A
132-52	HSIP-040	High Speed IP Access Port - 200Mb commitment-MRC GIGE Port Only	\$4,513.60	N/A
132-52	HSIP-041	High Speed IP Access Port - 300Mb commitment-MRC OC12 Port Only	\$8,946.60	N/A
132-52	HSIP-042	High Speed IP Access Port - 300Mb commitment-MRC GIGE Port Only	\$6,286.80	N/A
132-52	HSIP-043	High Speed IP Access Port - 400Mb commitment-MRC OC12 Port Only	\$11,284.00	N/A
132-52	HSIP-044	High Speed IP Access Port - 400Mb commitment-MRC GIGE Port Only	\$8,382.40	N/A
132-52	HSIP-045	High Speed IP Access Port - 500Mb commitment-MRC OC12 Port Only	\$13,299.00	N/A
132-52	HSIP-046	High Speed IP Access Port - 500Mb commitment-MRC GIGE Port Only	\$9,672.00	N/A
132-52	HSIP-047	High Speed IP Access Port - 600Mb commitment-MRC GIGE Port Only	\$14,508.00	N/A
132-52	HSIP-048	High Speed IP Access Port - 750Mb commitment-MRC OC48 Port Only	\$18,135.00	N/A
132-52	HSIP-049	High Speed IP Access Port - 750Mb commitment-MRC GIGE Port Only	\$12,090.00	N/A
132-52	HSIP-051	High Speed IP Access Port - 1000Mb commitment-MRC OC48 Port Only	\$22,568.00	N/A
132-52	HSIP-053	High Speed IP Access Port - 2000Mb commitment-MRC OC48 Port Only	\$38,688.00	N/A

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-52	HSIP-061	High Speed IP Access Port Install - FE Ethernet	\$1,209.00	N/A
132-52	HSIP-063	High Speed IP Access Port Install - DS3	\$1,612.00	N/A
132-52	HSIP-064	High Speed IP Access Port Install - Gigabit Ethernet	\$4,030.00	N/A
132-52	HSIP-065	High Speed IP Access Port Install - OC12	\$6,448.00	N/A
132-52	HSIP-066	High Speed IP Access Port Install - OC3	\$2,821.00	N/A
132-52	HSIP-067	High Speed IP Access Port Install - OC48	\$22,568.00	N/A
132-52	HSIP-068	High Speed IP Access Port - 30Mb commitment-MRC OC3 Port Only	\$1,644.24	N/A
132-52	HSIP-069	High Speed IP Access Port - 40Mb commitment-MRC OC3 Port Only	\$2,127.84	N/A
132-52	HSIP-070	High Speed IP Access Port - 40Mb commitment-MRC DS3 Port Only	\$2,063.36	N/A
132-52	HSIP-071	High Speed IP Access Port - 60Mb commitment-MRC FEPort Only	\$2,031.12	N/A
132-52	HSIP-072	High Speed IP Access Port - 70Mb commitment-MRC FEPort Only	\$2,143.96	N/A
132-52	HSIP-075	High Speed IP Access Port - 100Mb commitment-MRC OC 3 Port Only	\$4,433.00	N/A
132-52	VYVX-Fiber 001	Occasional Video - DV-45 Service One Way, 15 minutes	\$145.08	N/A
132-52	VYVX-Fiber 002	Occasional Video - DV-45 Service One Way, 60 minutes	\$453.38	N/A
132-52	VYVX-Fiber 003	Occasional Video - DV-45 Service Two Way, 15 minutes	\$217.62	N/A
132-52	VYVX-Fiber 004	Occasional Video - DV-45 Service Two Way, 60 minutes	\$680.06	N/A
132-52	VYVX-Fiber 005	Occasional Video - MPEG 2 Compressed One Way, 60 minutes, 3 Mbps	\$136.01	N/A
132-52	VYVX-Fiber 006	Occasional Video - MPEG 2 Compressed One Way - 1 Minute 3 Mbps	\$2.27	N/A
132-52	VYVX-Fiber 007	Occasional Video - MPEG 2 Compressed One Way, 60 minutes 6 Mbps	\$163.22	N/A
132-52	VYVX-Fiber 008	Occasional Video - MPEG 2 Compressed One Way - 1 Minute 6 Mbps	\$2.72	N/A
132-52	VYVX-Fiber 009	Occasional Video - MPEG 2 Compressed One Way, 60 minutes 9 Mbps	\$190.42	N/A
132-52	VYVX-Fiber 010	Occasional Video - MPEG 2 Compressed One Way - 1 Minute 9 Mbps	\$3.17	N/A
132-52	VYVX-Fiber 011	Occasional Video - MPEG 2 Compressed One Way, 60 minutes 12 Mbps	\$217.62	N/A
132-52	VYVX-Fiber 012	Occasional Video - MPEG 2 Compressed One Way - 1 Minute 12 Mbps	\$3.63	N/A
132-52	VYVX-Fiber 013	Occasional Video - MPEG 2 Compressed One Way, 60 minutes 15 Mbps	\$244.82	N/A
132-52	VYVX-Fiber 014	Occasional Video - MPEG 2 Compressed One Way - 1 Minute 15 Mbps	\$4.08	N/A
132-52	VYVX-Fiber 015	Occasional Video - MPEG 2 Compressed One Way, 60 minutes 18 Mbps	\$272.03	N/A
132-52	VYVX-Fiber 016	Occasional Video - MPEG 2 Compressed One Way - 1 Minute 18 Mbps	\$4.53	N/A

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-52	VYVX-Fiber 017	Occasional Video - MPEG 2 Compressed One Way, 60 minutes 22 Mbps	\$308.30	N/A
132-52	VYVX-Fiber 018	Occasional Video - MPEG 2 Compressed One Way - 1 Minute 22 Mbps	\$5.14	N/A
132-52	VYVX-Fiber 019	Occasional Video - MPEG 2 Compressed - Hybrid One Way, 60 minutes 3 Mbps	\$213.09	N/A
132-52	VYVX-Fiber 020	Occasional Video - MPEG 2 Compressed - Hybrid One Way, 60 minutes 3 Mbps	\$3.55	N/A
132-52	VYVX-Fiber 021	Occasional Video - MPEG 2 Compressed - Hybrid One Way, 60 minutes 6 Mbps	\$240.29	N/A
132-52	VYVX-Fiber 022	Occasional Video - MPEG 2 Compressed - Hybrid One Way, 60 minutes 3 Mbps	\$4.01	N/A
132-52	VYVX-Fiber 023	Occasional Video - MPEG 2 Compressed - Hybrid One Way, 60 minutes 9 Mbps	\$267.49	N/A
132-52	VYVX-Fiber 024	Occasional Video - MPEG 2 Compressed - Hybrid One Way, 60 minutes 9 Mbps	\$4.46	N/A
132-52	VYVX-Fiber 025	Occasional Video - MPEG 2 Compressed - Hybrid One Way, 60 minutes 12 Mbps	\$294.69	N/A
132-52	VYVX-Fiber 026	Occasional Video - MPEG 2 Compressed - Hybrid One Way, 60 minutes 12 Mbps	\$4.91	N/A
132-52	VYVX-Fiber 027	Occasional Video - MPEG 2 Compressed - Hybrid One Way, 60 minutes 15 Mbps	\$321.90	N/A
132-52	VYVX-Fiber 028	Occasional Video - MPEG 2 Compressed - Hybrid One Way, 60 minutes 15 Mbps	\$5.37	N/A
132-52	VYVX-Fiber 029	Occasional Video - MPEG 2 Compressed - Hybrid One Way, 60 minutes 18 Mbps	\$349.10	N/A
132-52	VYVX-Fiber 030	Occasional Video - MPEG 2 Compressed - Hybrid One Way, 60 minutes 18 Mbps	\$5.82	N/A
132-52	VYVX-Fiber 031	Occasional Video - MPEG 2 Compressed - Hybrid One Way, 60 minutes 22 Mbps	\$385.37	N/A
132-52	VYVX-Fiber 032	Occasional Video - MPEG 2 Compressed - Hybrid One Way, 60 minutes 22 Mbps	\$6.42	N/A
132-52	VYVX-Fiber 033	Occasional Video - DV-45 Reservation Change	\$0.00	N/A
132-52	VYVX-Fiber 034	Occasional Video - MPEG 2 Reservation Change	\$0.00	N/A
132-52	VYVX-Fiber 035	Occasional Video - DV-45 Multi-Drop Off	\$0.00	N/A
132-52	VYVX-Fiber 036	Occasional Video - MPEG 2 Multi-Drop Off	\$0.00	N/A
132-52	VYVX-Fiber 037	Occasional Video - DV-45 PGADs 1st hour	\$100.75	N/A
132-52	VYVX-Fiber 038	Occasional Video - DV-45 PGADs each add'l hour	\$50.38	N/A
132-52	VYVX-Fiber 039	Occasional Video - MPEG 2 PGADs 1st hour	\$0.00	N/A
132-52	VYVX-Fiber 040	Occasional Video - MPEG 2 Hybrid PGADs each add'l hour	\$0.00	N/A
132-52	VYVX-Fiber 041	Occasional Video - On-Site Technician Outside NY - Normal Business Hrs (/hour/person)	\$104.78	N/A
132-52	VYVX-Fiber 042	Occasional Video - On-Site Technician Outside NY - After Normal Bus. Hrs (/hour/person)	\$156.16	N/A
132-52	VYVX-Fiber 043	Occasional Video - On-Site Technician Outside NY - Sundays and Holidays (/hour/person)	\$208.55	N/A

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-52	VYVX-Fiber 044	Occasional Video - On-Site Technician Within NY - Normal Business Hrs (/hour/person)	\$121.91	N/A
132-52	VYVX-Fiber 045	Occasional Video - On-Site Technician Within NY - After Normal Bus. Hrs (/hour/person)	\$182.36	N/A
132-52	VYVX-Fiber 046	Occasional Video - On-Site Technician Within NY - Sundays and Holidays (/hour/person)	\$243.82	N/A
132-52	VYVX-Fiber 047	Dedicated Video - MPEG 2 Compressed IXC Transmission - Monthly 3 Mbps	\$3,627.00	N/A
132-52	VYVX-Fiber 048	Dedicated Video - MPEG 2 Compressed IXC Transmission - Monthly 6 Mbps	\$4,171.05	N/A
132-52	VYVX-Fiber 049	Dedicated Video - MPEG 2 Compressed IXC Transmission - Monthly 9 Mbps	\$5,213.81	N/A
132-52	VYVX-Fiber 050	Dedicated Video - MPEG 2 Compressed IXC Transmission - Monthly 12 Mbps	\$7,254.00	N/A
132-52	VYVX-Fiber 051	Dedicated Video - MPEG 2 Compressed IXC Transmission - Monthly 15 Mbps	\$10,881.00	N/A
132-52	VYVX-Fiber 052	Dedicated Video - MPEG 2 Compressed IXC Transmission - Monthly 18 Mbps	\$15,414.75	N/A
132-52	VYVX-Fiber 053	Dedicated Video - MPEG 2 Compressed IXC Transmission - Monthly 22 Mbps	\$19,041.75	N/A
132-52	VYVX-Fiber 054	Dedicated Video - IXC Installation Charges - per IXC per install	\$2,040.19	N/A
132-52	VYVX-Fiber 055	Dedicated Video -IXC Installation Charges - per ASR	\$113.34	N/A
132-52	VYVX-Fiber 056	Dedicated Video -Order Expedite Charges - per IXC	\$604.50	N/A
132-52	VYVX-Fiber 057	Dedicated Video - Order Expedite Charges - per cross connect	\$151.13	N/A
132-52	VYVX-Fiber 058	Dedicated Video - Order Expedite Charges - per ASR	\$75.56	N/A
132-52	VYVX-Fiber 059	Dedicated Video - Order Cancellation Charges - per dedicated circuit	\$604.50	N/A
132-52	VYVX-Fiber 060	Dedicated Video -Order Cancellation Charges - per cross connect	\$302.25	N/A
132-52	VYVX-Fiber 061	Dedicated Video - Order Cancellation Charges - per ASR	\$125.94	N/A
132-52	VYVX-Fiber 062	Dedicated Video - Change Service Date - per dedicated circuit	\$604.50	N/A
132-52	VYVX-Fiber 063	Dedicated Video - Change Service Date - per cross connect	\$302.25	N/A
132-52	VYVX-Fiber 064	Dedicated Video - Change Service Date per ASR	\$125.94	N/A
132-52	VYVX-Fiber 065	Dedicated Video - Administrative Charge - per IXC	\$604.50	N/A
132-52	VYVX-Fiber 066	Dedicated Video - Administrative Charge - per cross connect	\$302.25	N/A
132-52	VYVX-Fiber 067	Dedicated Video - Administrative Charge - per ASR	\$125.94	N/A
132-52	VYVX-Fiber 068	Dedicated Video - Re-engineering Charge - per IXC	\$2,518.75	N/A

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-52	VYVX-Fiber 069	Dedicated Video - Re-engineering Charge - per ASR	\$125.94	N/A
132-52	VYVX-Fiber 070	Dedicated Video - Local Digital Switching-1st hour	\$100.75	N/A
132-52	VYVX-Fiber 071	Dedicated Video - Local Digital Switching each add'l hour	\$50.38	N/A
132-52	VYVX-Fiber 072	Dedicated Video - Drop-off Charges DV-45-1st 2 city connection	\$503.75	N/A
132-52	VYVX-Fiber 073	Dedicated Video - Drop-off Charges DV-45 each add'l city/hour	\$302.25	N/A
132-52	VYVX-Fiber 074	Dedicated Video - Drop-off Charges DV-45 each add'l city/15 min	\$75.56	N/A
132-52	VYVX-Fiber 075	Dedicated Video - Drop-off Charges MPEG 2 Point to Multi Point	\$0.00	N/A
132-52	VYVX-Teleport 001	Occasional Services Turnaround/15 min	\$80.60	N/A
132-52	VYVX-Teleport 002	Occasional Services Tape Playback & Uplink/15 min	\$90.68	N/A
132-52	VYVX-Teleport 003	Occasional Services Tape Record & Downlink/15 min	\$75.56	N/A
132-52	VYVX-Teleport 004	Occasional Services Uplink & Loop from Hub/15 min	\$90.68	N/A
132-52	VYVX-Teleport 005	Occasional Services Downlink & Loop from Hub/15 min	\$75.56	N/A
132-52	VYVX-Teleport 006	Occasional Services Standards Conversion/60 min	\$50.38	N/A
132-52	VYVX-Teleport 007	Occasional Services Turnaround/60 min	\$161.20	N/A
132-52	VYVX-Teleport 008	Occasional Services Tape Playback & Uplink/60 min	\$176.31	N/A
132-52	VYVX-Teleport 009	Occasional Services Tape Record & Downlink/60 min	\$151.13	N/A
132-52	VYVX-Teleport 010	Occasional Services Uplink & Loop from Hub/60 min	\$171.28	N/A
132-52	VYVX-Teleport 011	Occasional Services Downlink & Loop from Hub/60 min	\$151.13	N/A
132-52	VYVX-Teleport 012	Occasional Services Standards Conversion/60 min	\$90.68	N/A
132-52	VYVX-Satellite 001	Occasional Services C-band (PanAmSat) 9 MHz/hour	\$231.73	N/A
132-52	VYVX-Satellite 002	Occasional Services C-band (PanAmSat) 36/hour	\$493.68	N/A
132-52	VYVX-Satellite 003	Occasional Services Ku-band (PanAmSat) 9 MHz/hour	\$277.06	N/A
132-52	VYVX-Satellite 004	Occasional Services Ku-band (PanAmSat) 36 MHz/hour	\$644.80	N/A
132-52	CDN-001	Delivery Caching and Download setup NRC	\$1,284.56	NA
132-52	CDN-002	Domestic Delivery Caching and Download per Mbps-0 to 10 CDR MRC	\$963.42	NA
132-52	CDN-003	Domestic Delivery Caching and Download per Mbps-11 to 100 CDR MRC	\$535.23	NA
132-52	CDN-004	Domestic Delivery Caching and Download per Mbps-101To 200 CDR MRC	\$64.23	NA

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-52	CDN-005	Domestic Delivery Caching and Download per Mbps-201 To 500 CDR MRC	\$42.82	NA
132-52	CDN-006	Domestic Delivery Caching and Download per Mbps-501 to 1000 CDR MRC	\$26.76	NA
132-52	CDN-007	Domestic Delivery Caching and Download per Mbps-1000 to 5000 CDR MRC	\$24.09	NA
132-52	CDN-008	Domestic Delivery Caching and Download per Mbps- >5000 CDR MRC	\$24.09	NA
132-52	CDN-009	Global Delivery Caching and Download setup NRC	\$1,284.56	NA
132-52	CDN-010	Global Delivery Caching and Download per Mbps-0 to 10 CDR MRC	\$963.42	NA
132-52	CDN-011	Global Delivery Caching and Download per Mbps-11 to 100 CDR MRC	\$535.23	NA
132-52	CDN-012	Global Delivery Caching and Download per Mbps-101To 200 CDR MRC	\$128.46	NA
132-52	CDN-013	Global Delivery Caching and Download per Mbps-201 To 500 CDR MRC	\$85.64	NA
132-52	CDN-014	Global Delivery Caching and Download per MbpsB-501 to 1000 CDR MRC	\$53.52	NA
132-52	CDN-015	Global Delivery Caching and Download per Mbps-1000 to 5000 CDR MRC	\$48.17	NA
132-52	CDN-016	Global Delivery Caching and Download per Mbps- >5000 CDR MRC	\$42.82	NA
132-52	CDN-017	Domestic Streaming setup NRC	\$1,284.56	NA
132-52	CDN-018	Domestic Streaming per GB Delivered 0 to 10 (Windows Medium)	\$6.02	NA
132-52	CDN-019	Domestic Streaming per GB Delivered 11 to 100 (Windows Medium)	\$3.35	NA
132-52	CDN-020	Domestic Streaming per GB Delivered 101To 200 (Windows Medium)	\$0.80	NA
132-52	CDN-021	Domestic Streaming per GB Delivered 201 To 500 (Windows Medium)	\$0.54	NA
132-52	CDN-022	Domestic Streaming per GB Delivered 501 to 1000 (Windows Medium)	\$0.33	NA
132-52	CDN-023	Domestic Streaming per GB Delivered 1000 to 5000 (Windows Medium)	\$0.30	NA
132-52	CDN-024	Domestic Streaming per GB Delivered >5000 (Windows Medium)	\$0.27	NA
132-52	CDN-025	Domestic Streaming per GB Delivered 0 to 10 (Adobe Flash)	\$6.93	NA
132-52	CDN-026	Domestic Streaming per GB Delivered 11 to 100 (Adobe Flash)	\$3.85	NA
132-52	CDN-027	Domestic Streaming per GB Delivered 101To 200(Adobe Flash)	\$0.92	NA
132-52	CDN-028	Domestic Streaming per GB Delivered 201 To 500 (Adobe Flash)	\$0.62	NA
132-52	CDN-029	Domestic Streaming per GB Delivered 501 to 1000 (Adobe Flash)	\$0.39	NA
132-52	CDN-030	Domestic Streaming per GB Delivered 1000 to 5000 (Adobe Flash)	\$0.34	NA
132-52	CDN-031	Domestic Streaming per GB Delivered >5000	\$0.31	NA

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
		(Adobe Flash)		
132-52	CDN-032	Origin Storage Set up	\$1,284.56	NA
132-52	CDN-033	Origin Storage Min Commit per GB 0 to 100 stored	\$21.41	NA
132-52	CDN-034	Origin Storage Min Commit per GB 101 to 500 stored	\$18.20	NA
132-52	CDN-035	Origin Storage Min Commit per GB 501 to 1000 stored	\$16.06	NA
132-52	CDN-036	Origin Storage Min Commit per GB 1001 to 5000 stored	\$12.85	NA
132-52	CDN-037	Origin Storage Min Commit per GB >5000 stored	\$10.70	NA
132-52	CDN-038	Intelligent Traffic Management Set-up Fees	\$1,284.56	NA
132-52	CDN-039	Intelligent Traffic Management Min Commit per 1Million DNS Hits Requests 0-10 Million	\$214.09	NA
132-52	CDN-040	Intelligent Traffic Management Base Fee- 10-50 Million DNS Hits Requests	\$171.28	NA
132-52	CDN-041	Intelligent Traffic Management Base Fee- 50-250 Million DNS Hits Requests	\$51.38	NA
132-52	CDN-042	Intelligent Traffic Management Base Fee- 250 Million-1 Billion DNS Requests	\$20.55	NA
132-52	CDN-043	Intelligent Traffic Management Base Fee- 1 Billion DNS Requests	\$17.13	NA
132-52	CDN-044	Intelligent Traffic Management Base Fee- >1 Billion DNS Requests	\$12.85	NA
132-52	CDN-045	Streaming Token Authentication - Per Month	\$856.38	NA
132-52	CDN-046	Geo-Intelligence - Per Month	\$1,284.56	NA
132-52	VOICE-001	DIDs - 20 Block	\$2.72	NA
132-52	VOICE-002	DIDs - 20 Block (Set Up and Provisioning)	\$36.27	NA
132-52	VOICE-003	ISDN PRI Port Only (Set Up and Provisioning)	\$550.10	NA
132-52	VOICE-004	ISDN PRI Port Only	\$550.10	NA
132-52	VOICE-005	Digital T1 Trunk (Set Up and Provisioning)	\$465.47	NA
132-52	VOICE-006	Digital T1 Trunk Port Only	\$550.10	NA
132-52	VOICE-007	Analog Trunk (Set Up and Provisioning)	\$6.77	NA
132-52	VOICE-008	Analog Trunk Port Only	\$12.10	NA
132-52	VOICE-009	Interstate Switched 1+ AL	\$ 0.02667	NA
132-52	VOICE-010	Interstate Switched 1+ AR	\$ 0.02667	NA
132-52	VOICE-011	Interstate Switched 1+ AZ	\$ 0.02667	NA
132-52	VOICE-012	Interstate Switched 1+ CA	\$ 0.02667	NA

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-52	VOICE-013	Interstate Switched 1+ CO	\$ 0.02667	NA
132-52	VOICE-014	Interstate Switched 1+ CT	\$ 0.02667	NA
132-52	VOICE-015	Interstate Switched 1+ DC	\$ 0.02667	NA
132-52	VOICE-016	Interstate Switched 1+ DE	\$ 0.02667	NA
132-52	VOICE-017	Interstate Switched 1+ FL	\$ 0.02667	NA
132-52	VOICE-018	Interstate Switched 1+ GA	\$ 0.02667	NA
132-52	VOICE-019	Interstate Switched 1+ IA	\$ 0.02667	NA
132-52	VOICE-020	Interstate Switched 1+ ID	\$ 0.02667	NA
132-52	VOICE-021	Interstate Switched 1+ IL	\$ 0.02667	NA
132-52	VOICE-022	Interstate Switched 1+ IN	\$ 0.02667	NA
132-52	VOICE-023	Interstate Switched 1+ KS	\$ 0.02667	NA
132-52	VOICE-024	Interstate Switched 1+ KY	\$ 0.02667	NA
132-52	VOICE-025	Interstate Switched 1+ LA	\$ 0.02667	NA
132-52	VOICE-026	Interstate Switched 1+ MA	\$ 0.02667	NA
132-52	VOICE-027	Interstate Switched 1+ MD	\$ 0.02667	NA
132-52	VOICE-028	Interstate Switched 1+ ME	\$ 0.02667	NA
132-52	VOICE-029	Interstate Switched 1+ MI	\$ 0.02667	NA
132-52	VOICE-030	Interstate Switched 1+ MN	\$ 0.02667	NA
132-52	VOICE-031	Interstate Switched 1+ MO	\$ 0.02667	NA
132-52	VOICE-032	Interstate Switched 1+ MS	\$ 0.02667	NA
132-52	VOICE-033	Interstate Switched 1+ MT	\$ 0.02667	NA
132-52	VOICE-034	Interstate Switched 1+ NC	\$ 0.02667	NA
132-52	VOICE-035	Interstate Switched 1+ ND	\$ 0.02667	NA
132-52	VOICE-036	Interstate Switched 1+ NE	\$ 0.02667	NA
132-52	VOICE-037	Interstate Switched 1+ NH	\$ 0.02667	NA
132-52	VOICE-038	Interstate Switched 1+ NJ	\$ 0.02667	NA

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-52	VOICE-039	Interstate Switched 1+ NM	\$ 0.02667	NA
132-52	VOICE-040	Interstate Switched 1+ NV	\$ 0.02667	NA
132-52	VOICE-041	Interstate Switched 1+ NY	\$ 0.02667	NA
132-52	VOICE-042	Interstate Switched 1+ OH	\$ 0.02667	NA
132-52	VOICE-043	Interstate Switched 1+ OK	\$ 0.02667	NA
132-52	VOICE-044	Interstate Switched 1+ OR	\$ 0.02667	NA
132-52	VOICE-045	Interstate Switched 1+ PA	\$ 0.02667	NA
132-52	VOICE-046	Interstate Switched 1+ RI	\$ 0.02667	NA
132-52	VOICE-047	Interstate Switched 1+ SC	\$ 0.02667	NA
132-52	VOICE-048	Interstate Switched 1+ SD	\$ 0.02667	NA
132-52	VOICE-049	Interstate Switched 1+ TN	\$ 0.02667	NA
132-52	VOICE-050	Interstate Switched 1+ TX	\$ 0.02667	NA
132-52	VOICE-051	Interstate Switched 1+ UT	\$ 0.02667	NA
132-52	VOICE-052	Interstate Switched 1+ VA	\$ 0.02667	NA
132-52	VOICE-053	Interstate Switched 1+ VT	\$ 0.02667	NA
132-52	VOICE-054	Interstate Switched 1+ WA	\$ 0.02667	NA
132-52	VOICE-055	Interstate Switched 1+ WI	\$ 0.02667	NA
132-52	VOICE-056	Interstate Switched 1+ WV	\$ 0.02667	NA
132-52	VOICE-057	Interstate Switched 1+ WY	\$ 0.02667	NA
132-52	VOICE-058	Interstate Switched 1+ AK	\$ 0.24724	NA
132-52	VOICE-059	Interstate Switched 1+ HI	\$ 0.03939	NA
132-52	VOICE-060	Intrastate Switched 1+ AL	\$ 0.04684	NA
132-52	VOICE-061	Intrastate Switched 1+ AR	\$ 0.11511	NA
132-52	VOICE-062	Intrastate Switched 1+ AZ	\$ 0.08637	NA
132-52	VOICE-063	Intrastate Switched 1+ CA	\$ 0.03700	NA
132-52	VOICE-064	Intrastate Switched 1+ CO	\$ 0.10104	NA

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-52	VOICE-065	Intrastate Switched 1+ CT	\$ 0.04151	NA
132-52	VOICE-066	Intrastate Switched 1+ DC	\$ 0.02882	NA
132-52	VOICE-067	Intrastate Switched 1+ DE	\$ 0.05880	NA
132-52	VOICE-068	Intrastate Switched 1+ FL	\$ 0.06724	NA
132-52	VOICE-069	Intrastate Switched 1+ GA	\$ 0.05641	NA
132-52	VOICE-070	Intrastate Switched 1+ IA	\$ 0.18275	NA
132-52	VOICE-071	Intrastate Switched 1+ ID	\$ 0.15559	NA
132-52	VOICE-072	Intrastate Switched 1+ IL	\$ 0.04680	NA
132-52	VOICE-073	Intrastate Switched 1+ IN	\$ 0.02752	NA
132-52	VOICE-074	Intrastate Switched 1+ KS	\$ 0.04785	NA
132-52	VOICE-075	Intrastate Switched 1+ KY	\$ 0.08201	NA
132-52	VOICE-076	Intrastate Switched 1+ LA	\$ 0.03396	NA
132-52	VOICE-077	Intrastate Switched 1+ MA	\$ 0.04002	NA
132-52	VOICE-078	Intrastate Switched 1+ MD	\$ 0.06904	NA
132-52	VOICE-079	Intrastate Switched 1+ ME	\$ 0.07039	NA
132-52	VOICE-080	Intrastate Switched 1+ MI	\$ 0.04865	NA
132-52	VOICE-081	Intrastate Switched 1+ MN	\$ 0.13982	NA
132-52	VOICE-082	Intrastate Switched 1+ MO	\$ 0.17187	NA
132-52	VOICE-083	Intrastate Switched 1+ MS	\$ 0.06724	NA
132-52	VOICE-084	Intrastate Switched 1+ MT	\$ 0.23429	NA
132-52	VOICE-085	Intrastate Switched 1+ NC	\$ 0.08249	NA
132-52	VOICE-086	Intrastate Switched 1+ ND	\$ 0.23105	NA
132-52	VOICE-087	Intrastate Switched 1+ NE	\$ 0.11988	NA
132-52	VOICE-088	Intrastate Switched 1+ NH	\$ 0.08195	NA
132-52	VOICE-089	Intrastate Switched 1+ NJ	\$ 0.06394	NA
132-52	VOICE-090	Intrastate Switched 1+ NM	\$ 0.04198	NA

SIN	Internal Level 3 #/VENDPART	Service Description	GSA Price w/IFF	WTY
132-52	VOICE-091	Intrastate Switched 1+ NV	\$ 0.07915	NA
132-52	VOICE-092	Intrastate Switched 1+ NY	\$ 0.11006	NA
132-52	VOICE-093	Intrastate Switched 1+ OH	\$ 0.02740	NA
132-52	VOICE-094	Intrastate Switched 1+ OK	\$ 0.09842	NA
132-52	VOICE-095	Intrastate Switched 1+ OR	\$ 0.07809	NA
132-52	VOICE-096	Intrastate Switched 1+ PA	\$ 0.07024	NA
132-52	VOICE-097	Intrastate Switched 1+ RI	\$ 0.10082	NA
132-52	VOICE-098	Intrastate Switched 1+SC	\$ 0.06628	NA
132-52	VOICE-099	Intrastate Switched 1+ SD	\$ 0.29254	NA
132-52	VOICE-100	Intrastate Switched 1+ TN	\$ 0.05086	NA
132-52	VOICE-101	Intrastate Switched 1+ TX	\$ 0.03399	NA
132-52	VOICE-102	Intrastate Switched 1+ UT	\$ 0.09018	NA
132-52	VOICE-103	Intrastate Switched 1+ VA	\$ 0.05479	NA
132-52	VOICE-104	Intrastate Switched 1+ VT	\$ 0.12334	NA
132-52	VOICE-105	Intrastate Switched 1+ WA	\$ 0.06570	NA
132-52	VOICE-106	Intrastate Switched 1+ WI	\$ 0.06526	NA
132-52	VOICE-107	Intrastate Switched 1+ WV	\$ 0.06085	NA
132-52	VOICE-108	Intrastate Switched 1+ WY	\$ 0.11208	NA
132-52	VOICE-109	Intrastate Switched 1+ HI	\$ 0.06851	NA
132-52	EPL-10M-MIN	Ethernet Private Line Transport 10Mbps, Minimum Charge	\$527.93	NA
132-52	EPL-10M-PM	Ethernet Private Line Transport 10Mbps, Per Mile	\$1.73	NA
132-52	EPL-10M-INS	Ethernet Private Line Transport 10Mbps Installation Charge	\$251.88	NA
132-52	EPL-50M-MIN	Ethernet Private Line Transport 50Mbps, Minimum Charge	\$866.45	NA
132-52	EPL-50M-PM	Ethernet Private Line Transport 50Mbps, Per Mile	\$2.93	NA

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132-52	EPL-50M-INS	Ethernet Private Line Transport 50Mbps Installation Charge	\$755.63	NA
132-52	EPL-100M-MIN	Ethernet Private Line Transport 100Mbps, Minimum Charge	\$1,305.72	NA
132-52	EPL-100M-PM	Ethernet Private Line Transport 100Mbps, Per Mile	\$4.51	NA
132-52	EPL-100M-INS	Ethernet Private Line Transport 100Mbps Installation Charge	\$1,007.50	NA
132-52	EPL-1000M-MIN	Ethernet Private Line Transport 1000Mbps, Minimum Charge	\$4,840.84	NA
132-52	EPL-1000M-PM	Ethernet Private Line Transport 1000Mbps, Per Mile	\$39.72	NA
132-52	EPL-1000M-INS	Ethernet Private Line Transport 1000Mbps, Installation Charge	\$1007.50	NA