



ATTACHMENT FOR PRIVATE LINE TRANSPORT SERVICE

This **ATTACHMENT FOR PRIVATE LINE TRANSPORT SERVICE** ("ATTACHMENT") shall be attached to and become a part of the PRODUCTS AND SERVICES AGREEMENT ("AGREEMENT") by and between INTELLETRACE, INC ("INTELLETRACE") and CUSTOMER as identified in AGREEMENT. In consideration of the foregoing recitals and the covenants contained herein and other good and valuable consideration, the PARTIES hereby agree as follows:

1. SCOPE OF THE ATTACHMENT.

1.1 This ATTACHMENT, sets forth the terms and conditions under which INTELLETRACE agrees to provide to CUSTOMER and CUSTOMER agrees to procure from INTELLETRACE certain Private Line Transport Service to be defined herein ("Service").

1.2 All of the terms and conditions set forth in the AGREEMENT (including without limitation, provisions addressing Service Order, payment of charges, suspension of service, limitation of liability, indemnity and force majeure) will apply to ATTACHMENT. Solely with respect to Private Line Transport Service, in the event of any conflict between the terms and conditions set forth in the AGREEMENT and this ATTACHMENT, the terms and conditions set forth in this ATTACHMENT will control.

2. DEFINITIONS.

The following terms shall have the following meanings:

2.1 AGREEMENT shall mean the PRODUCTS AND SERVICES AGREEMENT, including all Attachments and Service Orders.

2.2 CUSTOMER shall mean the person or entity to which Service is sold pursuant to this ATTACHMENT.

2.3 Due Date shall mean the date payment must be received by INTELLETRACE for the Service provided to CUSTOMER under this ATTACHMENT. The Due Date applicable to Service provided hereunder shall be as set forth herein.

2.4 Effective Date shall mean the date on which Service is deemed to have commenced under this ATTACHMENT. Unless otherwise agreed, the Effective Date shall be the earlier of: (i) the first date of use of the Service by CUSTOMER; or (ii) the Firm Order Completion ("FOC") date as conveyed to CUSTOMER prior to the FOC date.

2.5 End User shall mean a person or entity to which CUSTOMER will provide telecommunications services utilizing, in whole or in part, the Service provided by INTELLETRACE to CUSTOMER under this ATTACHMENT.

2.6 Service shall mean any telecommunications service provided by INTELLETRACE to CUSTOMER under this ATTACHMENT.

2.7 Service Order shall mean the written executed request by CUSTOMER for Service using the INTELLETRACE Order Form in effect at the time of the order. A Service Order shall be deemed incorporated herein at the time it is executed and approved by INTELLETRACE.

2.8 Service Order Term shall mean the minimum period of time for which CUSTOMER commits to purchase the Service specified in the Order Form. If no Service Order Term is notated, then the Service Order Term will default to twelve (12) months.

3. DESCRIPTION OF SERVICE.

3.1 INTELLETRACE offers the following types of Private Line Transport Services:

3.1.1 Services. Services include DS1, DS3, OC3, OC12, OC48, OC192, Ethernet over Copper, Fast Ethernet, Gigabit Ethernet, and 10 Gigabit Ethernet. Services are available between CUSTOMER-designated locations, including two CUSTOMER end locations, between an INTELLETRACE or Underlying Carrier (hereinafter "CARRIER") hub and a CUSTOMER premise, or between two CARRIER hubs. Each Service is billed on a fixed monthly basis. The entire usable bandwidth for each Service is available to CUSTOMER for its exclusive use, twenty-four hours a day, seven days a week.

3.1.2 Dedicated SONET Systems. A dedicated SONET system is a physically diverse synchronous optical network ("SONET") ring built for the exclusive use of CUSTOMER.

CUSTOMER equips the system by purchasing ports. All capacity on the dedicated system is for the exclusive use of the CUSTOMER. Each ring has a minimum of two nodes.

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

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

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

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

3.6 OC-48 Service. OC-48 Service is a dedicated, high capacity, full duplex channel with a line speed of 2,488 Mbps synchronous serial data. OC-48 Service has the equivalent capacity of 4 OC-12 Services, 16 OC-3 Services, 48 DS-3 Services, 1,344 DS-1 Services, or 32,256 VG Services.

3.7 OC-192 Service. OC-192 Service is a dedicated, high capacity, full duplex channel with a line speed of 9,953 Mbps synchronous serial data. OC-192 Service has the equivalent capacity of 4 OC-48 Services, 16 OC-12 Services, 48 OC-3 Services, 5,376 DS-1 Services, or 129,024 VG Services.

3.8 Gigabit Ethernet Service. Gigabit Ethernet Service is a dedicated, high capacity, full duplex channel of asynchronous serial data. The point-to-point Gigabit Ethernet Service supports bandwidths between 100 Mbps and 1000 Mbps. This Service is protocol agnostic, for Layer 3 and above, and is transparent to Layer 2 Ethernet control protocols.

3.9 Fast Ethernet Service. Fast Ethernet Service is a dedicated, high capacity, full duplex channel of asynchronous serial data. The point-to-point Fast Ethernet Service supports bandwidths up to 100 Mbps. This Service is protocol agnostic, for Layer 3 and above, and is also transparent to Layer 2 Ethernet control protocols.

3.10 Optical Wavelength Service. Optical Wavelength Service is a dedicated, linear routed, unprotected, point-to-point transport service. The service provides transparency for CUSTOMER's network management purposes, diversity may be offered at the CUSTOMER's request, and is subject to availability.

4. RATES AND CHARGES.

The rates and charges applicable to Service will be outlined in each Service Order.

5. TERM.

The term of this ATTACHMENT shall begin on the Effective Date and shall continue for an Initial Term as stated on the Order Form (the "Initial Term"). At the end of the Initial Term, this ATTACHMENT will automatically renew for an additional twelve (12) months (the "Renewal Term") until either Party serves the other Party with written notice of such Party's intent not to renew the Services at least sixty (60) days prior to expiration of the then current term. The Initial Term and any Renewal Term are collectively referred to as the "ATTACHMENT Term".

6. ORDERING PROCEDURES FOR SERVICE.

6.1 Service Order. If an electronic format is available to transmit Service Orders from CUSTOMER to INTELLETRACE, this format will be used. If an electronic format is utilized, INTELLETRACE will follow any OBF standards for use thereof. If an electronic format cannot be utilized, CUSTOMER will transmit Service Orders to INTELLETRACE via facsimile, or scan/email. In the event CUSTOMER submits a Service Order that is inconsistent with any of the terms of INTELLETRACE's Service Order or this ATTACHMENT, then the Service Order will be treated as a counteroffer and will be binding only if accepted by INTELLETRACE.

6.3 Contacts and Escalation. INTELLETRACE will provide a complete list of contacts for the Service provided to CUSTOMER.

6.4 Service Order Issuance – INTELLETRACE will acknowledge receipt and request any corrections or clarifications by the end of the next business day following receipt of a Service Order. All intervals are measured from INTELLETRACE's receipt of a complete and accurate Service Order.

6.5 Firm Order Commitment ("FOC") - INTELLETRACE will provide an FOC to CUSTOMER. The FOC to CUSTOMER will provide any applicable Service intervals as well as a committed installation date ("FOC Date").

6.6 Design Layout Report ("DLR") - INTELLETRACE will provide DLR information.

7. INTERFACE REQUIREMENTS.

7.1 DS-1 Interface Requirements. The interface at Network Interface and Local Loop Interface will be at DSX-1 cross connect. CUSTOMER must specify signal and frame format when ordering Service.

7.2 DS-3 Interface Requirements. The interface at Network Interface and Local Loop Interface will be at DSX-3 cross connect located in the CUSTOMER DSX-3.

7.3 OC-3 Interface Requirements. The interface at Network Interface and Local Loop Interface will be at the CARRIER demarcation point in the CARRIER Point of Termination.

7.4 OC-12 Interface Requirements. The interface at Network Interface and Local Loop Interface will be at the CARRIER demarcation point in the CARRIER Point of Termination.

7.5 OC-48 Interface Requirements. The interface at Network Interface and Local Loop Interface will be at the CARRIER demarcation point in the CARRIER Point of Termination.

7.6 OC-192 Interface Requirements. The interface at Network Interface and Local Loop interface will be at the CARRIER demarcation point in the CARRIER Point of Termination.

7.7 Fast Ethernet. The interface at Network Interface and Local Loop Interface will be at the CARRIER demarcation point in the CARRIER Point of Termination.

7.8 Gigabit Ethernet Requirements. The interface and local loop interface will be at the CARRIER demarcation point in the CARRIER Point of Termination. CUSTOMER must specify (1000 BASE SX) 850 nm multimode 62.5 μ m fiber, 850 nm multimode 50 μ m fiber, or (1000 BASE LX) 1310 nm single mode fiber.

7.9 Wavelength Service Interface Requirements. The interface at Network Interface and Local Loop Interface will be at the CARRIER demarcation point in the CARRIER Point of Termination.