

**Schedule E**

**LAYER 2 VC POINT TO POINT SERVICE**

1. **Layer 2 VC Point to Point Service.** These are the service terms and service level agreement for the Company's Layer 2 VC Point to Point Service which apply to Layer 2 VC Point to Point segments provided by the Company, in addition to the terms of any Master Services Agreement executed by the Company and the Customer.
2. **Service Description.** Layer 2 VC Point to Point Service is a data networking service that supports traditional private data networking services, like Ethernet over a Multiprotocol Label Switching (MPLS)-enabled IP backbone. If service is purchased with failover and in the event of a failover scenario, the Layer 2 VC Point to Point Service will utilize fast re-route circuit protection Layer 2 VC Point to Point Service provides point-to-point connectivity over a dedicated circuit between city pairs on the Company network, which enables end-to-end transportation of a high capacity signal between two specified sites. The Layer 2 VC Point to Point Service is available as the Company POP to the Company POP service ("POP to POP") and Customer Premises to Customer Premises service ("End to End"). POP to POP service includes all of the Company network elements, excluding local access. If local access is provided by a the Company owned city ring or metro network to the Customer's premises at both ends of the Layer 2 VC Point to Point, the service will also be classified as POP to POP. End to End service includes all the Company network elements plus the provision of local access circuits ordered from the Company by the Customer from the Customer premises to the Company POP over facilities that may be provided by third party suppliers. For each Layer 2 VC Point to Point segment ordered, the selected type of service (either POP to POP or End to End), pricing and length of Initial Order Term shall be set out in an Order Form executed by Customer.
  - 2.1 Layer 2 VC Point to Point segments are sold as circuits; Customer will receive a minimum of two ports between point A and point Z. The Company will provision available bandwidth on each port in accordance with the committed information rate or "Cap" agreed to by both parties and executed in the applicable Order Form.
  - 2.2 Equipment colocation at a Company facility, if available, shall be established through a separate contractual agreement. Except as specifically set forth in any agreement for equipment co-location between the Company and Customer, the Company shall have no obligation in respect of any installation, maintenance, repair or servicing of the Customer's electronic or optronic equipment to be used in connection with the Layer 2 VC Point to Point Service.
3. **Service Guarantees**
  - 3.1 **Availability Service Level.** In the event that any BandCon Layer 2 VC 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 BandCon Layer 2 VC Service based on the cumulative unavailability for the affected BandCon Layer 2 VC 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%

- 3.2 **Credit Limits:** Total SLA credits under the Availability Guarantee are limited to the Service Charge for the Layer 2 VC Point to Point Service, on each affected Order Form for the month in which the Layer 2 VC Point to Point Service does not meet the guarantees.
- 3.3 **Chronic Outage:** Customer may elect to terminate an affected BandCon Layer 2 VC Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, such On-Net BandCon Layer 2 VC Service is unavailable (as defined in Section 3.1 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 BandCon Layer 2 VC Service that is unavailable as described above, and must exercise its right to terminate

the affected On-Net BandCon Layer 2 VC 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 3.1, this Section 3.3 sets forth the sole remedy of Customer for chronic outages or interruptions of any BandCon Layer 2 VC Service.

4. **Installation.** The Company commits to provision POP to POP and End to End service on the mutually agreed request for service (RFS) date(s).
- 4.1 **Definition & Measurement:** The RFS date(s) will be agreed upon between Customer and the Company following acceptance of Customer's order. This guarantee excludes testing and circumstances where the Customer is not ready to receive or use the Layer 2 VC Point to Point Service. Orders for changes in Layer 2 VC Point to Point Service configurations are accepted within the absolute discretion of the Company; if accepted the change will be completed within the same time period as for an initial installation. The credit for delays in installation does not apply if the completed Service order is modified after its original completion or where the Customer site connection on a the Company owned city ring or Metro Network has not been fully completed.
- 4.2 **Credit:** If a Layer 2 VC Point to Point Service is not provisioned by the agreed upon RFS date, the Company will credit the Customer's account in accordance with the table below:

Number of Calendar Days RFS Exceeded	Credit
1 to 7	5% of Installation Charge
8 to 14	10% of Installation Charge
15 to 30	25% of Installation Charge
Greater than 30	50% of Installation Charge

5. **Mean Time to Restore (MTTR) Objective.** The Company aims for an aggregate average mean time to restore ("MTTR") not to exceed four (4) hours in any billing month.
- 5.1 **Definition & Measurement:** The aggregate average monthly MTTR is calculated by dividing the cumulative time of Service unavailability in a month by the total number of trouble tickets opened for the Customer in that month.
- 5.2 **Credit:** No credit applies for failure to achieve this MTTR objective.
6. **General terms applying to SLAs.** SLA credits are not applied to usage charges or any third party charges passed through to the Customer, including charges for any local access circuits provided to Customer by the Company.
- 6.1 SLA credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges.
- 6.2 If an incident affects the performance of the Layer 2 VC Point to Point Service and results in a period of Service unavailability entitling Customer to one or more credits under different SLA parameters, only the single highest credit applying in respect of that incident will be applied.
- 6.3 In no event will SLA credits in any calendar month exceed 100% of the total Service Charge payable by Customer for the Layer 2 VC Point to Point Service in that month.
- 6.4 As a condition of entitlement to SLA credits, Customer shall cooperate with the Company in addressing any reported Layer 2 VC Point to Point Service problems.
- 6.5 SLA credits are applied only upon Customer's written request, which must be submitted within 30 days of the end of the month in which entitlement to an SLA credit arose.
- 6.6 No SLAs apply to newly installed Layer 2 VC Point to Point Service or to Layer 2 VC Point to Point Service reconfigurations requested by Customer, until five business days after (i) the Service Commencement Date or (ii) completion of the Service reconfiguration, as applicable.
- 6.7 The SLA credits referenced in this Schedule C apply only in respect of Layer 2 VC Point to Point Service that is provisioned on the Company's Network and, where applicable, to local access circuits provided by the Company (via third party providers).

7. Exclusions. No SLA credit shall apply to the failure of the Layer 2 VC Point to Point Service to comply with an SLA, or to any period of service Unavailability, caused, in whole or part, by any of the following:
- 7.1 a failure of Customer's premises equipment or equipment of a Customer's vendor.
  - 7.2 a failure in local access facilities connecting the Customer to the Company's Network which are not provided by the Company.
  - 7.3 force majeure events as defined in the MSA.
  - 7.4 any act or omission of Customer or Customer's agents, contractors or vendors, including, but not limited to (i) failing to provide the Company adequate access to facilities for testing, (ii) failing to provide access to Customer premises as reasonably required by the Company (or its agents) to enable the Company to comply with its obligations regarding the Service, (iii) failing to take any remedial action in relation to a Service as recommended by the Company, or otherwise preventing the Company from doing so, or (iv) any act or omission which causes the Company to be unable to meet any of the SLAs.
  - 7.5 Customer's negligence or willful misconduct, which may include Customer's failure to follow agreed-upon procedures.
  - 7.6 any scheduled maintenance periods when Customer has been informed of such maintenance, and emergency maintenance; or
  - 7.7 disconnection or suspension of the Layer 2 VC Point to Point Service by the Company pursuant to a right to do so under the MSA or these terms and conditions.
8. Order Cancellation Charges. Customer acknowledges that the Company commenced provisioning of Customer's order for Layer 2 VC Point to Point Service in reliance upon Customer's commitment for such Service. Except as provided in Section 9 of the MSA, in the event of cancellation of Customer's order, Customer shall be liable to pay the Company, as liquidated damages, actual costs incurred in reliance upon Customer's order, plus a percentage of the Installation Charge according to the following schedule:

<b>Time of Order Cancellation</b>	<b>Charge</b>
Before acceptance of order by the Company	0% of Installation Charge
After acceptance of order by the Company	10% of Installation Charge
After 50% of period from order acceptance to RFS Date	50% of Installation Charge
After 75% of period from order acceptance to RFS Date	75% of Installation Charge
Two Days or less before RFS Date	100% of Installation Charge

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