

I. **Dedicated Communications Transmission Capacity Services (“Transport Services”)**

This Transport Services schedule describes the nature of the Transport Service (“Services”) offered by WIN, LLC to Customer. The terms, conditions, requirements, and specifications herein may be revised from time-to-time.

1. **TECHNICAL SPECIFICATIONS**

1.01 Ethernet Service. Ethernet is a flexible and scalable (2 Mbps to 100 Gbps) transport system that utilizes a variety of established transport protocols. WIN Ethernet services generally support IEEE 802.3 (Ethernet), IEEE 802.1Q (VLANs), IEEE 802.1p, IETF RFC 2474/2475, IPv4 unicast/multicast and IPv6 unicast/multicast traffic.

A. Capacity Data Rates. WIN offers dedicated communication transmission capacity data rates between 2 Mbps and 100 Gbps.

B. Ethernet Service Interface and Site Requirements.

1) Demarcation – Edgeless Fiber. Demarcation will be provided via an edgeless fiber (fiber patch panel) or copper handoff (media converter) using the negotiated optical or electrical pluggable per the Service Request.

2) Demarcation – Managed Service Device. In the event an edgeless service is not feasible, WIN will make allowances for a managed service device which may result in additional charges. This managed service device will require the following:

a) Primary Power: -48 VDC, or possible options include +24VDC or 120VAC. Power available at site to be detailed during the engineering phase. Separate A and B power feeds for site hardware.

b) Back-up Power: 8-hour battery and typically generator. Customer will provide power if located in or attached to the building. Since batteries are considered hazardous material, transport equipment should not contain additional batteries unless coordinated with WIN.

c) Mounting: Rack space or wall mount location will be provided if inside the building. If unit is to be attached to the outside of the building, further discussion will be required.

C. Interface Isolation. Fiber interface into the site. No metallic members or metallic sheath can be present in the fiber cable. Note: The fiber optic cable between the Transport Provider’s demarcation device (mounted in or on the Customer site or MSC) and the OSP system must not have metallic members. The site must be electrically isolated from the outside world to prevent transients from entering (or leaving) the site.

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1.02 Non-Ethernet Service

A. Specifications.

- 1) DS-1 Private Line Service. DS-1 Service operates at 1.544 Mbps having a line signal format of either Alternate Mark Inversion or Binary Eight Zero Substitution and either Superframe (D4) or Extended Superframe (ESF) formats. DS-1 service has the equivalent capacity of 24 Voice Grade Service(s) or 24 DS0 channels, AMI can support 24 each 56 Kbps channels and B8ZS can support 24 each 64Kbps channels. If not specified in the Service Request, the default framing is B8ZS.
- 2) STS-1 Private Line Service. STS-1 Service operates at 51.84 Mbps and is provided in accordance with ANSI standard T1.105.06-1996, Synchronous Optical Network (SONET)-Physical Layer applications.
- 3) DS-3 Private Line Service. DS-3 Service operates at 44.736 Mbps and is provided in accordance with ANSI Standard T1.102, T1.404 and T1.107.
- 4) OC-3 Private Line Service. OC-3 Service operates at 155.520 Mbps, is configured with three (3) separate STS-1 signaling paths and is provided in accordance with ANSI Standard T1.105 and Bellcore GR-253-CORE.
- 5) OC-12 Private Line Service. OC-12 Service operates at 622.080 Mbps with twelve (12) separate STS-1 signaling paths and is provided in accordance with ANSI Standard T1.105 and Bellcore GR-253-CORE.
- 6) OC-48 Private Line Service. OC-48 Service operates at 2.488 Gbps with forty-eight (48) separate STS-1 signaling paths and is provided in accordance with ANSI Standard T1.105 and Bellcore GR-253-CORE.
- 7) OC-192 Private Line Service. OC-192 Service operates at 9.6 Gbps with one-hundred ninety-two (192) separate STS-1 signal paths and is provided in accordance with ANSI Standard T1.105 and Bellcore GR-253-CORE and other applicable Industry standards.

B. Interface Requirements. DS-01. USOC-RJ-48X connectors; DS-3. BNC cables; OC. SC connectors; STS-15. BNC cables.

2. ACCEPTANCE TESTING

WIN will provide Customer with a proposed Service Activation Date by issuing a Firm Order Confirmation (“FOC”) within fifteen (15) business days of a Service Request executed by both Customer and WIN. Customer has up to five (5) business days after the proposed Service Activation Date to confirm that the Service is properly functioning. Unless Customer delivers written notice to WIN within said five (5) business day period that the Service is not properly functioning, Customer shall be deemed to have accepted the Service as of the proposed Service Activation Date and the Service Term and billing will commence. In the event Customer notifies WIN within the time period stated above that the Service is not functioning properly, then WIN shall correct any deficiencies in the Service and deliver a new FOC to Customer, after which the process stated above will be repeated. WIN will provide Customer with a written Start of Service (SOS) notice that specifies the Service Activation Date.

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3. REMOVAL OF CUSTOMER EQUIPMENT

Within five (5) business days of expiration or the earlier termination of the Agreement or any Service Request, Customer shall remove all of its equipment and other personal property (including any licensed hardware or software) (“Customer Equipment”) from WIN property. If Customer fails to remove the Customer Equipment, WIN may, without prior notice to Customer, disconnect, remove, and dispose of Customer’s Equipment at Customer’s expense.

4. MAINTENANCE

Customer may contact WIN for maintenance and service-related issues in accordance with the WIN Maintenance and Repair Contact Escalation List. Customer shall designate a maintenance and service-related contact on the applicable Service Request.

4.01 Preventative Maintenance: “Preventative Maintenance” refers to upgrades and/or routine maintenance or necessary alteration/repair of hardware or software. Preventative Maintenance may temporarily degrade the quality of the Service, including possible interruption of communications transmission capacity. Preventative maintenance shall be undertaken between the hours of 12:00 a.m. to 6:00 a.m. Central time. WIN will provide Customer at least five (5) days’ prior notice of Preventative Maintenance.

4.02 Demand Maintenance: “Demand Maintenance” is work necessary to restore service to one or more Services and/or maintenance work required when a deficiency is found when performing Preventative Maintenance work. WIN may undertake Demand Maintenance immediately. WIN shall provide notice of Demand Maintenance as soon as is commercially practicable under the circumstances.

4.03 Emergency Maintenance or Repair: “Emergency Maintenance” is repair work not reasonably anticipated but which requires immediate action to correct conditions that are likely to cause an interruption in Service. Emergency Maintenance may degrade the quality of or cause interruptions in the Service(s). WIN may undertake Emergency Maintenance at any time deemed necessary but shall make commercially reasonable efforts to perform such maintenance within the hours identified for Preventative Maintenance. WIN shall provide notice of Emergency Maintenance as soon as is commercially practicable under the circumstances, but when reasonably possible, will provide twenty-four (24) hours advance notice. Whenever prior notice is given, Customer agrees to acknowledge notice of the emergency event in a reasonable period of time and, in all events, Customer will take necessary steps to notify its key personnel in order for WIN to correct or repair the affected area.

5. SERVICE LEVEL AGREEMENT FOR TRANSPORT SERVICES

WIN will provide Customer with capacity for transmission of digital signals as specified in each Service Request and applicable technical specifications. If Customer experiences performance

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that does not meet the metrics set forth in this Service Level Agreement for Transport Services (“SLA”), Customer may be entitled to SLA credits as set forth below.

5.01 Definitions. In addition to terms defined in the Master Services Agreement (“Agreement”), the following terms shall have the meanings set forth below. In the event of any conflict between the terms of this Exhibit and the terms of the Agreement, the Exhibit will control.

A. Outage. “Outage” is a total failure or degraded function of the Services to the extent they do not meet the applicable technical specifications and are unusable by Customer for a period greater than one minute.

B. Availability. The total number of minutes during which Services are available for use by Customer, divided by the total number of minutes in the calendar month, illustrated as follows:

$$\text{Availability (w/in a calendar month)} = \frac{(24 \text{ hours} \times 60 \text{ minutes} \times N \text{ days}) - \text{Outage time (minutes)}}{(24 \text{ hours} \times 60 \text{ minutes} \times N \text{ days})}$$

Where N = the number of calendar days in the month.

C. Chronic Trouble. Chronic Trouble is when a Circuit has four (4) or more related Outages that occur over any consecutive thirty (30)-day period. If a Circuit has Chronic Trouble over the subsequent thirty (30) day period after clearing the initial Chronic Trouble, Customer may disconnect the Circuit without any Early Termination Charges or liability.

D. Time to Repair. Time to Repair (“TTR”) is the amount time between WIN’s identification of an Outage and the time the Service is restored. WIN will exercise commercially reasonable efforts to achieve the TTR goals performance for each Service as detailed in the following table.

| TIME TO REPAIR | |
|--------------------------------|---------|
| DISPATCH | TTR |
| <i>No Dispatch Requirement</i> | 2 Hours |
| <i>On-Site Dispatch</i> | 4 Hours |

5.02 Availability. In the event WIN fails to maintain the Committed Availability set forth below, Customer may be entitled in conformity with the following table:

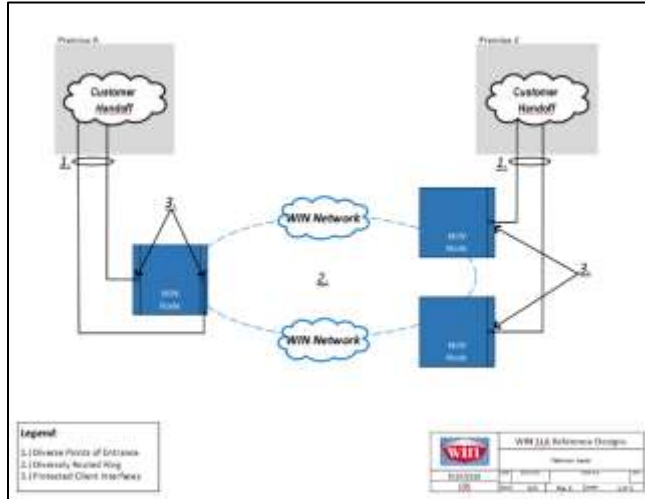
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| COMMITTED CIRCUIT AVAILABILITY | | | | |
|--|-------------------------------|---|----------------------------------|--|
| Circuit Design | Committed Availability | Outage Duration | SLA Credit (% of MRC) | Maximum SLA Credit in a Calendar Month (% of MRC) |
| <u>Platinum Level</u> Diverse Points of Entry at A and Z Ends Diverse Route Ring Protected Client Interface | 99.999% | 1-59 min 1-4 hour 4-8 hour 8+ hour | 25% 50% 75% 100% | 100% |
| <u>Gold Level</u> Diverse Points of Entry at A and Z Ends Diverse Route Ring Un-Protected Client Interface | 99.995% | 1-59 min 1-4 hour 4-8 hour 8-12 hour 12+ hour | 20% 40% 60% 80% 100% | 100% |
| <u>Silver Level</u> Single Point of Entry at A/Z End Diverse Route Ring Protected or Un-Protected Client Interface | 99.99% | 1-59 min 1-4 hour 4-8 hour 8-12 hour 12+ hour | 15% 30% 45% 60% 75% | 75% |
| <u>Bronze Level</u> Single Point of Entry at A/Z End Non-Diverse Route Ring Un-Protected Client Interface | 99.99% | 1-59 min 1-4 hour 4-8 hour 8-12 hour 12+ hour | 10% 20% 30% 40% 65% | 65% |

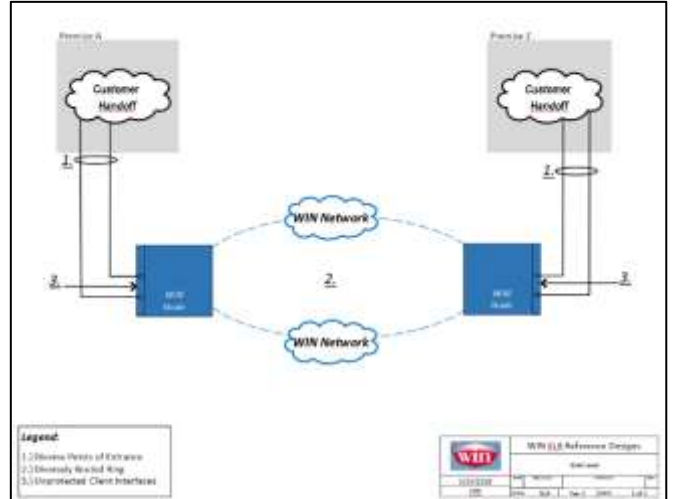
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5.03 Illustrations. The following figures illustrate the circuit configuration for each of the circuit design levels included in the table above.

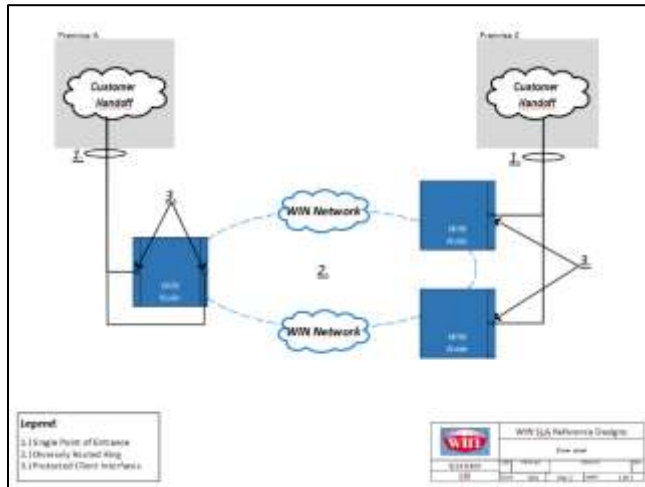
Platinum Level



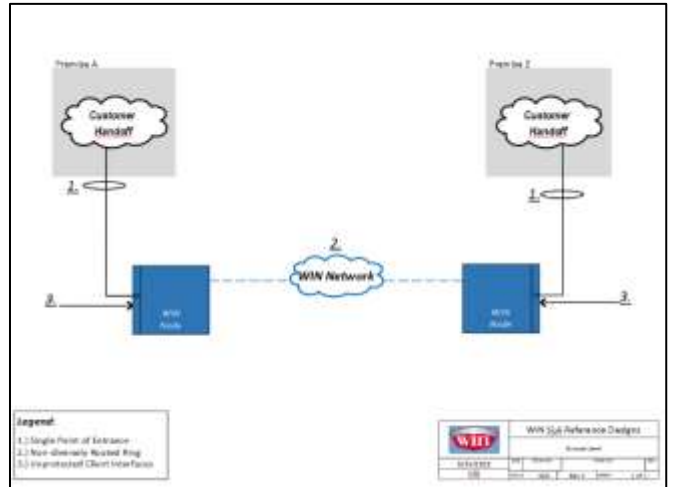
Gold Level



Silver Level



Bronze Level



5.04 SLA Credit Process. SLA Credits will be evaluated and calculated independently for each Circuit. Approved credits will be applied on the billing cycle following the date WIN notifies Customer of its credit determination. To be eligible to receive SLA credits, Customer must:

- A. Report suspected Outage to the WIN Network Management Center (NMC) and open trouble ticket; and
- B. Request an SLA credit in writing within seven (7) calendar days of occurrence of an alleged Outage.

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5.05 *Maximum SLA Credits.* The cumulative SLA Credits issued for a Circuit Outage in any calendar month shall not exceed the maximum SLA credit levels specified in the Committed Circuit Availability Table in Section 4.02 table above.

5.06 *Exclusions.* The following conditions are specifically excluded from coverage under this SLA:

- A. Scheduled maintenance;
- B. Circuit Outages attributable to Customer equipment, cabling, power, negligence, or misconduct;
- C. Outages attributable to Off-Net Circuits.
- D. Force Majeure events;
- E. Outages of less than one minute; or
- F. Time attributed to Customer's delay in responding to requests for assistance and/or access to repair an Outage.