



DEDICATED PRIVATE LINE SERVICES SCHEDULE

This Dedicated Private Line Services Schedule is a part of and together with any Service Orders and Attachments is subject to the Dedicated Master Services Agreement ("DMSA") between PNG Telecommunications, Inc. d/b/a Powernet ("Powernet") and Customer. Powernet reserves the right to change these terms and conditions from time to time. Posting of the updated Schedule will constitute notice to Customer of any such changes. Changes will be effective upon posting. Customer remains responsible for regularly reviewing these terms and conditions. Customer's continued use of the Services after the date of such changes constitutes Customer's acceptance of and agreement to such changes.

1. Scope. Powernet shall provide Dedicated Private Line Services ("Services") to Customer as described in this Schedule and at the rates and terms set forth in this Schedule and Service Orders and Attachments.
2. Term. The initial term of this Service and any requested Local Access Service is specified in the Service Order. When Powernet makes Customer's Service available, Powernet will send Customer a notice confirming Customer's Service availability and the Service Order Term shall commence upon the sending of such notice by Powernet. Upon the expiration of any initial Service Order Term, the Service Order Term will automatically renew for succeeding terms of six (6) months under the terms and conditions of the Service Order and this Agreement at the then current rates for such Service until terminated by either party on thirty (30) days notice. This Schedule will continue to govern the parties' duties and rights with respect to any succeeding term or until all Service Orders are terminated as permitted by this Schedule or the DMSA.
3. Description of Services. Powernet's standard Domestic Private Line Service is a point to point, InterLata, dedicated non-switched electrical and/or optical transmission, over a physical circuit between two (2) Points of Presence ("POP") and any Ancillary Services. The Service provides a fixed capacity of bandwidth for transport of Customer's digital communications traffic, utilizing and conforming to Synchronous Optical Network ("SONET") standards which originates and terminates a physical connection at a specified demarcation point located in the POP. The Service is offered hereunder at DS-1, DS-3, OC-3, OC-3c, OC-12, OC-12c, OC-48 and OC-48c transmission rates. Circuits for Local Access, cross-connects and collocation are not included as part of the Service, but may be only ordered in conjunction with the Services either through Powernet or through other telecommunications providers.
4. Provisioning of Service. Powernet will make commercially reasonable efforts to provision the ordered Services within industry standard provisioning intervals. Billing will begin on the date Powernet makes the Service available to Customer. In no event will the untimely installation or non-operation of Customer-provided facilities, services or equipment relieve Customer of its obligation to pay charges for the Services as provided in this Agreement.
5. Local Access Service. The Local Access Service ("LAS") provides the physical connection between the Service Address and the Powernet Network.
 - 5.1. Powernet Provided LAS. The LAS will include any entrance cable or drop wire to that point where provision is made for termination of Powernet's outside distribution network facilities at a suitable location at a Customer designated Service Address and will be installed by Powernet or a third party to such point of termination. The LAS shall extend to and include the equipment maintained by Powernet at the termination point of the local loop at the applicable Service Address (i.e. Demarcation Point) but shall not include Customer Provided Equipment, extended wiring, inside wiring or other equipment not maintained by Powernet at a Service Address. All equipment owned by Powernet shall remain the sole property of Powernet, and Customer expressly disclaims any right, title or interest in or to any Powernet equipment or property, or that of any of Powernet's affiliates, contractors or agents. The LAS has only one point of termination per Service Address. Any additional terminations beyond such point of termination are the sole responsibility of Customer. Customer shall provide Powernet with Building Owner authorization for all building facilities, in a form reasonably acceptable to Powernet. Powernet only provides the Service to buildings that Powernet in its sole discretion has identified as business locations. Under no circumstances will LAS be provided to residential addresses, even if business is conducted at such residential location. Customer shall execute Powernet's standard form Letter of Agency ("LOA")/Carrier Facility Assignment ("CFA") authorizing Powernet to interact directly with the LAS provider(s) to obtain LAS. Customer shall pay all charges for LAS including, without limitation, monthly charges, usage charges, installation charges, nonrecurring charges and applicable termination/cancellation charges. In the event Customer fails to maintain any necessary LOA/CFA for a Service ordered hereunder, Powernet may terminate such Service with prior written notice to Customer and Customer must pay immediately to Powernet all monthly recurring charges associated with the terminated Service for the balance of the term specified in this Agreement or Service Order.
 - 5.2. Customer Provided Access ("CPA"). If Customer desires to order its own LAS to the POP through a third party, then Customer shall so indicate on the Service Order Form. Powernet may accept or reject such request, in Powernet's sole discretion. If Powernet does not approve the third-party provider, then Customer shall either: (i) request that such LAS be provided to the POP by another third-party provider acceptable to Powernet, or (ii) order LAS through Powernet. Unless otherwise agreed to by Powernet in writing, Customer shall have sole responsibility for installation, testing and operation of the LAS, and any services and equipment other than those specifically provided by Powernet under this Service Exhibit. Customer acknowledges that Powernet cannot disconnect or terminate LAS that are not ordered through Powernet by Customer for use with the Service. Therefore, Customer must first provide Powernet with a written Disconnect Firm Order Confirmation ("DFOC") notice(s) from the respective Local Access Provider(s). Powernet will process the Customer's disconnect Order for the Service beginning on the date in which Powernet receives the respective Local Access Provider(s) DFOC provided by the Customer. Powernet will complete the disconnect order within thirty (30) calendar days thereafter. Customer shall remain liable for all applicable rates, fees and charges for the Service sought to be disconnected hereunder, regardless of whether or not Service is usable by Customer until such time that Customer furnishes the required DFOC(S) (even if such time extends beyond the originally scheduled Service Term). In addition to the foregoing, Customer shall be subject to Early Termination Liability for any such termination as specified in the DMSA. If Customer fails to provide Powernet with the appropriate DFOC within thirty (30) calendar days from the receipt date of the disconnect Order submitted to Powernet or if Powernet disconnects Customer for non-payment or material breach of the Service Order, this Schedule or Agreement, Customer authorizes Powernet to notify the Local Access Provider(s) on behalf of the Customer to disconnect the Customer's CPA.
6. Rate Change. Powernet reserves the right, upon fourteen (14) calendar day's prior written notice to Customer, to modify any of the Services, rates, promotions or charges described in this Schedule for those circuits ordered after the effective date of rate change.