

**EXHIBIT A  
CARRIER SERVICES AGREEMENT  
CARRIER DEDICATED TRANSPORT SERVICE**

This Exhibit applies to Carrier Dedicated Transport Service furnished to Customer and, upon its execution by both Parties, is incorporated into and made part of the Carrier Services Agreement referenced above and entered between the Parties.

**ARTICLE 1 - SERVICE**

**1.1 Description.** Carrier Dedicated Transport Service is a high-capacity telecommunications capability available in two configurations, as follows:

(a) Point-to-Point Private Line, wherein two locations are connected by a single dedicated Circuit; and

(b) Point-to-Multipoint Hub, wherein multiple lower bandwidth Point-to-Point Circuits (also referred to as "Endlinks") are aggregated to form a single higher bandwidth Circuit for use by Customer. Unless TRANSTELCO agrees otherwise in writing, Customer may not order Endlinks from a third-party provider, and TRANSTELCO will not accept Endlink orders from anyone other than Customer. If Customer wishes to order, or aggregate, Endlinks provided by a third-party at certain TRANSTELCO Premises, and TRANSTELCO allows Customer to do so, Customer must acquire a dedicated multiplexer device from TRANSTELCO.

**1.2 Signaling Technologies.** Supported signaling technologies for Point-to-Point Private Line are: DS1/DS3, OCn/SONET, Ethernet and Wavelength; and supported signaling technologies for Point-to-Multipoint Hub are DS1/DS3, OCn/SONET and Ethernet.

**1.3 Definitions.** For purposes of this Exhibit, the following terms have the meanings set forth below:

(a) **DS-0, DS-1 and DS-3 Service.** Dedicated, high-capacity, full-duplex Circuits with minimum line speeds of 64 Kbps (DS-0), 1.544 Mbps (DS-1) or 44.736 Mbps (DS-3). Where available, DS-0 Circuits may be aggregated to provide Off-net Services.

(b) **Ethernet.** Protocol conforming to the Institute of Electrical and Electronic Engineers (IEEE) standards 802.3.

(c) **Intercity Service.** Service connecting two locations in different Markets.

(d) **Local Loop Service.** Service between an End User location and an TRANSTELCO POP located in the same market.

(e) **Market.** An operating LATA or, in some cases, multiple LATAs

(f) **Metro Service.** Service connecting two locations within the same Market.

(g) **OCn Service.** Optical Carrier signaling standard based on

SONET frame structure, as defined in Bellcore standards.

(h) **Protected Service.** Service providing an ability to support failure recovery via redundant electronics in the Network, diverse routing between two TRANSTELCO POPs, or both.

(i) **Unprotected Service.** Service providing a single transport path between two locations, without redundant electronics or diverse routing capabilities.

(j) **Wavelength or Wave.** Fully transparent, clear channel data stream transmitted via a Wavelength Division Multiplexing ("WDM") network.

**1.4 Provisioning Exception.** If TRANSTELCO intends to provide Service or is providing Service in whole or in part using facilities acquired from a third-party service provider including, but not limited to, copper facilities acquired from a serving Local Exchange Carrier and subsequently ascertains that said facilities are or will be unavailable for use, TRANSTELCO may cancel the affected Service Order, or discontinue the affected Service, without liability or any further obligation to Customer. In addition, if certain facilities proposed for Service are unavailable or deemed by TRANSTELCO to be unsuitable for the Service or speed requested, Customer will be so advised and may request a different Service or speed, which may result in different or additional charges.

**1.5 Traffic Use Restriction.** Customer may not use Dedicated Transport Service provisioned over unbundled network element facilities exclusively for interexchange traffic or wireless traffic. If Customer uses Dedicated Transport Service in such manner, TRANSTELCO may discontinue the affected Service or pass through to Customer any costs incurred by TRANSTELCO as a result of such use including, but not limited to, imposed on TRANSTELCO by a third-party provider, or both.

**ARTICLE 2 - TERM AND PRICING**

**2.1 Term and Renewal Options.** The term of each Circuit will be established in the SOF or Service Order. If no term is specified, the term will be commensurate with the pricing of the Circuit, e.g., pricing for one year will establish a one year Circuit term. Billing will commence on the Start of Service Date. Unless one Party notifies the other in writing not less than thirty (30) days prior to the expiration of the original or any renewal term that it intends not to renew the Circuit, the Circuit will renew automatically on a month-to-month basis pursuant to the same terms and conditions,

including rates and charges, established in this Exhibit or the applicable SOF or Service Order.

**2.2 Pricing.** Unless specified in this Exhibit, rates and charges for Service will be established by TRANSTELCO's Sales personnel or provided to Customer on an individual case basis ("ICB") and will be set forth on the applicable SOF or Service Order.

**2.3 Change and Cancellation Charges.** Change and cancellation charges, as established in an SOF or Service Order, will apply if Customer changes an SOF or Service Order or cancels a Circuit between the date an SOF or Service Order is accepted by TRANSTELCO and the projected Start of Service Date. These charges are additional to any charges due under Section 3.8 of the Agreement or imposed by third-party providers responsible for provisioning portions of Service.

**2.4 Early Termination Charges.** Early termination charges apply if Customer discontinues a Circuit without cause between the Start of Service Date and expiration of the Service term for the Circuit. If a Circuit is so discontinued by Customer, or terminated by TRANSTELCO pursuant to Section 3.7 of the Agreement, Customer will be liable for all charges associated with the installation of the Circuit, plus one hundred percent (100%) of the Monthly Recurring Charges multiplied by the number of months remaining in the Service term.

**2.5 Liquidated Damages.** Because TRANSTELCO's damages would be difficult or impossible to ascertain with certainty if a Service is cancelled prior to the projected Start of Service Date or discontinued prior to the end of a Service term, Sections 2.3 and 2.4 are intended to establish an amount of liquidated damages and not a penalty.

**ARTICLE 3 - SERVICE IMPLEMENTATION**

**3.1** TRANSTELCO will provide Service to Customer in accordance with the following procedures:

**(a) Service Request.** Customer must request Service by transmitting a completed SOF or Service Order to TRANSTELCO electronically, via facsimile, or via email. When TRANSTELCO accepts the SOF or Service Order, the accepted SOF or Service Order becomes part of the Agreement.

**(b) Service Order Intervals.** Upon receipt of an SOF or Service Order, TRANSTELCO will use commercially reasonable efforts to respond to Customer with any required corrections or clarifications within one (1) business day of its receipt of the SOF or Service Order. TRANSTELCO also will endeavor to provide a Firm Order Commitment ("FOC") date and Design Layout Record ("DLR") to Customer in accordance with the following schedule:

Circuit Type	Number of Business Days from Date TRANSTELCO Accepts SOF or Service Order
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On-Net DS1 and DS3	Five (5)
On-Net OC3 and above and all Off-Net Circuits	Fifteen (15)

These TRANSTELCO commitments apply only to SOFs or Service Orders for which no new equipment or special construction is required in order to provision Service.

**(c) Service Installation, Maintenance and Repair.** Standard installation does not include core drilling, wiring extensions for excessive distances, installation of new conduit, water proof shielding or aerial circuit runs, or removal of hazardous materials. Whether an installation is standard or not will be determined by TRANSTELCO. Service will include normal maintenance, inspection, repair and testing.

**(d) Service Extension Charges.** Charges established in an SOF or Service Order are based on the termination of TRANSTELCO Service responsibility at a minimum point of entry ("MPOE") on Customer or End User Premises. The MPOE will be determined in each instance solely by TRANSTELCO or the third-party provider. If an extension beyond the MPOE is required, Customer will be so advised and required to pay a one-time fee for standard extensions beyond the MPOE at the rate of \$200.00 for a single DS1 Circuit, \$500.00 for a DS3 Circuit and \$350.00 for an Ethernet Service provided over copper facilities (up to a maximum of 6 DS0s). If there are multiple DS1 Circuits provisioned at the same Service location, the MPOE extension fee will be \$200 for the first DS1 Circuit and \$100 for each additional DS1 Circuit at the location. In addition, TRANSTELCO may impose additional non-recurring charges, monthly recurring charges, or both, not otherwise established in the SOF or Service Order when it is necessary to construct a non-standard extension via additional infrastructure, cabling, electronics or other materials needed to reach the appropriate location on Customer or End User Premises. TRANSTELCO will notify Customer of the applicability of any of these additional charges as soon as practicable but in no event after the Start of Service Date. If TRANSTELCO refuses to extend Services beyond an MPOE, Customer, at its sole expense, may use a third-party vendor to extend Service beyond the MPOE.

**(e) Third-Party Providers.** TRANSTELCO will be Customer's sole point-of-contact for interacting with third-party providers in connection with the provision of Off-Net Service. Terms and conditions applicable to the Service acquired from third-party providers including, without limitation, ordering and installation intervals, FOCs, and DLRs will be determined on an individual case basis or ICB depending on the intervals established by the local exchange carrier or other third-party provider. When TRANSTELCO provides Off-Net Service, associated terms and conditions are subject to the requirements of the third party service provider for that part of the Service it provides. TRANSTELCO will order service from the third party and will invoice Customer third party charges, but it

will not be responsible for the third party service provider's performance.

**ARTICLE 4 - INSTALLATION INTERVALS**

**4.1 On-Net Service.**

**(a) Standard Interval.** The standard installation interval for On-Net Service for which no new equipment or special construction is required is as follows:

Circuit Type	Number of Business Days Between Customer's Receipt of FOC Date and DLR
DS1	Ten (10)
DS3 and above	Fifteen (15)

If Customer requests an installation interval that is less than the standard interval, and TRANSTELCO consents to Customer's request, an expedite charge of \$675.00 for a DS1 Circuit and \$750.00 for a DS3 Circuit may apply. Expedite charges for OCn Circuits will be provided on an ICB.

**(b) Installation Delay by TRANSTELCO.** If TRANSTELCO misses the projected Start of Service Date by more than twenty-four (24) hours due solely to its fault, Customer will be credited in an amount equal to five percent (5%) of the non-recurring charge ("NRC") for the affected Circuit for each business day of delay. Such delay credits are limited to no more than fifty percent (50%) of the applicable NRC or \$5,000.00, whichever is less. To be eligible for credit, Customer must submit a written request to TRANSTELCO.

**(c) Installation Delay by Customer.** If Customer expects to miss a projected Start of Service Date by more than twenty-four (24) hours, Customer must: (1) advise TRANSTELCO in writing at least five (5) days before the projected Start of Service Date; and (2) pay \$400.00, in addition to any third-party provider charges resulting from Customer's delay. If Customer fails to comply with this notice requirement, billing will commence on the projected Start of Service Date.

**4.2 Off-Net Service.**

**(a) Standard Interval.** The standard installation interval for Off-Net Service will vary based on several factors including, but not limited to, the third-party provider upon which there is reliance in furnishing a part of Service, the type of Service, availability of facilities, relative demand on TRANSTELCO resources, and the physical locations at which Service is to be provided. TRANSTELCO will attempt to meet its installation interval objectives of: (1) thirty (30) days for DS1 Circuits; and (2) thirty-three (33) days for DS3 Circuits, both calculated from the date TRANSTELCO furnishes Customer with the FOC Date and DLR. The installation interval objective for Service provisioned over multiple DS-0 Circuits is forty-five (45) days from

the date TRANSTELCO furnishes Customer with the FOC Date and DLR. If Customer requests an installation interval that is less than an objective, and TRANSTELCO consents to the request, an expedite charge of \$675.00 for a DS1 Circuit and \$750.00 for a DS3 Circuit may apply to the accepted request. Expedite charges for OCn Circuits will be provided on an ICB. In addition, Customer will be responsible for all associated expedite charges imposed by any third-party provider. The installation interval for Service provisioned over multiple DS-0 Circuits cannot be expedited.

**(b) Installation Delay by Customer.** If Customer expects to miss a projected Start of Service Date by more than twenty-four (24) hours, Customer must: (1) advise TRANSTELCO in writing at least five (5) days before the projected Start of Service Date; and (2) pay \$400.00, in addition to any third-party provider charges resulting from Customer's delay. If Customer fails to comply with this notice requirement, billing will commence on the projected Start of Service Date.

**ARTICLE 5 - SERVICE ACCEPTANCE CRITERIA**

**5.1 End-to-End Service Performance.** Acceptance tests will be conducted on the Service. The testing will be conducted over a sixty (60) minute period, as mutually agreed, and will be in the form of clear channel, head-to-head cooperative testing or equivalent (i.e., loop back.). Customer will review the test results and notify TRANSTELCO in writing of its acceptance, or otherwise. In all events, Customer will accept a Circuit when it is error-free over the test period. If Customer requests in advance, Customer may be present during TRANSTELCO testing.

**ARTICLE 6 - SERVICE PERFORMANCE CRITERIA**

**6.1 Availability and Response**

**(a) Service Availability per Monthly Billing Period.** Availability is defined as the relative amount of time a Circuit is usable during a monthly billing period. A Circuit is considered unavailable when there is a complete loss of use. TRANSTELCO's Service availability objectives are 99.99% for Protected Service and 99.95% for Unprotected Service.

**(b) Response and Repair Times.** TRANSTELCO's Mean Time to Repair ("MTTR") objective is a yearly average of two (2) hours per occurrence with no single occurrence lasting more than four (4) hours from the time a Trouble Ticket is opened.

**6.2 Credit Allowances for On-Net Service Outages.** If Service is unavailable (other than as a result of a planned Service Outage) for more than thirty (30) minutes, or six (6) hours in the case of Unprotected Service, Customer is entitled to receive a credit for the prorated monthly recurring charge of the affected Service. A credit allowance will reduce Customer's payment obligation on a subsequent invoice. A Service Outage begins when TRANSTELCO is notified or becomes aware of Service unavailability, whichever first occurs, and ends when Service is restored. The total outage time of the Service Outage is the

difference between its start and end times, less any delay time resulting from TRANSTELCO's inability to access Customer or End User Premises. If Customer reports a Service Outage but declines to release the Service for testing and repair, the Service will be deemed to be impaired, but not a Service Outage eligible for a credit allowance.

**6.3 No Credit Allowances.** Credit allowances do not apply to Service Outages:

- (a) involving Off-Net Service;
- (b) caused by Customer or its End User or their agents or contractors;
- (c) resulting from a power failure of power at Customer or End User Premises;
- (d) resulting from the failure or malfunction of non-TRANSTELCO-provided equipment or systems;
- (e) due to causes beyond the control of TRANSTELCO, its contractors or its agents;
- (f) occurring during any period in which TRANSTELCO is not given access to Customer or End-User Premises; or
- (g) occurring during any planned Service Outage, unscheduled emergency maintenance, scheduled maintenance, or changes in Service requested by Customer.

**6.4 Credit Eligibility Requirements.** To be eligible to receive a credit allowance for a Service Outage, Customer must:

- (a) report the Service Outage by causing TRANSTELCO to open a Trouble Ticket;
- (b) submit a written request for a credit allowance to TRANSTELCO within sixty (60) days of the date of the Service Outage; and
- (c) provide such other information as reasonably required by TRANSTELCO to investigate the claim.

Unless otherwise expressly allowed, Service Outages are not aggregated for purposes of determining a credit allowance.

**6.5 Credits.**

(a) **On-Net Protected Service.** The following credit allowances apply to Service Outages involving On-Net Protected Service:

Service Outage Length	Credit Per Circuit
30 minutes or less	None
31 to 60 minutes	5% of the MRC
61 minutes or greater	an additional 5% of the MRC for each 60 minute increment, not to exceed 50% of the MRC for any single Service Outage.

(b) **On-Net Unprotected Service.** The following credit allowances apply to Service Outages involving On-Net Unprotected Service:

Service Outage Length	Credit Per Circuit
Up to 360 minutes	None
361 to 480 minutes	5% of MRC
481 to 600 minutes	10% of MRC
601 to 720 minutes	15% of MRC
More than 720 minutes	20% of MRC

(c) **Limitation on Credits.** The total credit allowances for any Circuit may not exceed 100% of the MRC during a monthly billing period for the Circuit.

**6.6 Chronic Trouble**

(a) **Reporting.** Whenever a Customer reports to TRANSTELCO that a Service has Chronic Trouble, TRANSTELCO will immediately investigate and report its findings to Customer.

(b) **Protected Service.** A Protected Service is considered to have Chronic Trouble if it experiences four (4) or more related Service Outages occurring during any consecutive thirty (30) day period, and such Outages do not result from any one or more of the occurrences set forth in Section 6.3, above. If a Service experiences Chronic Trouble, Customer may obtain credit allowances for the Service Outages as set forth in Section 6.5 above or discontinue the affected Service(s) without any further liability to TRANSTELCO(except to pay for Service up to the date of termination) upon furnishing written notice to TRANSTELCO. In addition, if a Service continues to experience Chronic Trouble during a thirty (30) day period after clearing the most recent Chronic Trouble for the same Service, Customer may discontinue the affected Service without any further liability to TRANSTELCO(except to pay for Service up to the date of termination) upon furnishing written notice to TRANSTELCO.

(c) **Unprotected Service.** An Unprotected Service is considered to have Chronic Trouble if it experiences three (3) or more related Service Outages of more than twelve (12) hours each or for more than forty-two (42) cumulative hours during any monthly billing period, and the Service Outages did not result from any one or more of the occurrences set forth in Section 6.3 above.

**ARTICLE 7 - MAINTENANCE AND REPAIR**

**7.1 Performance.** Service maintenance and repair will be performed by TRANSTELCO, or its designated contractor, at no additional charge to Customer whenever a Service failure is caused by TRANSTELCO or its contractor. Additionally, TRANSTELCO or its contractor will provide all maintenance spares.

**7.2 Timing.** TRANSTELCO will maintain and repair Service twenty-four (24) hours a day, seven (7) days a week. Scheduled maintenance will be performed during specified Customer maintenance windows. Customer must provide TRANSTELCO with a maintenance window within seventy-two (72) hours of a request from TRANSTELCO. In case of emergencies, TRANSTELCO will furnish as much prior notice to Customer as is practicable. If Customer requests in advance, Customer may be present during

TRANSTELCO scheduled and non-scheduled maintenance and repair activities.

**7.3 Denial of Access to Premises.** If TRANSTELCO or its contractor is unable to access Customer or End User Premises and such access is required for TRANSTELCO to fulfill its performance obligations under the Agreement, TRANSTELCO's performance obligations will be deemed to be suspended until such time as Customer provides the necessary access to TRANSTELCO or its contractor.

**ARTICLE 8 - EQUIPMENT REQUIREMENTS**

**8.1 Special Equipment.** The obligation to acquire and pay for any special interface or other equipment or facilities necessary to achieve compatibility with TRANSTELCO Service will be borne by Customer, unless otherwise agreed between the Parties. In no event will TRANSTELCO be required to provide any such equipment or facilities.

**8.2 Consent.** Neither Party may handle, repair or otherwise use the other's equipment associated with Service except as expressly authorized in advance and in writing.

**AGREED TO AND ACCEPTED BY:**

**Customer**

BY: \_\_\_\_\_  
AUTHORIZED SIGNATURE                      DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT TITLE

**Transtelco, Inc., on behalf of itself and its TRANSTELCO operating affiliates**

BY: \_\_\_\_\_  
AUTHORIZED SIGNATURE                      DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT TITLE

**TRANSTELCO Sales Contact:**