

Service Schedule L – FirstLight TDM Private Line Services

1. Applicability. This Service Schedule is applicable only where Customer orders and FirstLight accepts an order for or has already installed FirstLight Time-division Multiplexing (TDM) Private Line Service.

2. Service Description. FirstLight Time-division Multiplexing (TDM) Private Line Service is a dedicated, point to point circuit between two (2) specified locations.

3. Connection to Customer Premises.

- A. Where FirstLight TDM Private Line Service is being terminated On-Net at the Customer Premises through a FirstLight provided local loop to be provisioned by FirstLight on behalf of Customer, the charges set forth in the Service Order for such FirstLight TDM Private Line Service assumes that such FirstLight TDM Private Line Service will be terminated at a pre-established demarcation point or minimum point of entry (MPOE) in the building within which the Customer Premises is located, FirstLight may charge Customer additional nonrecurring charges and/or monthly recurring charges not otherwise set forth in the Service Order for such FirstLight TDM Private Line Service where it is determined that it is necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer Premises. FirstLight will notify Customer of any additional non-recurring charges and/or monthly recurring charges as soon as practicable.
- B. Where FirstLight TDM Private Line Service is being terminated Off-Net at the Customer Premises through an Off-Net Local Loop to be provisioned by FirstLight on behalf of Customer, the charges set forth in the Service Order for such FirstLight TDM Private Line (Off-Net) Service assumes that such FirstLight TDM Private Line (Off-Net) Service will be terminated at a pre-established demarcation point or minimum point of entry (MPOE) in the building within which the Customer Premises is located, as determined by the local access provider. FirstLight may charge Customer additional nonrecurring charges and/or monthly recurring charges not otherwise set forth in the Service Order for such FirstLight TDM Private Line (Off-Net) Service where the local access provider determines that it is necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer Premises. FirstLight will notify Customer of any additional non-recurring charges and/or monthly recurring charges as soon as practicable after FirstLight is notified by the local access provider of the amount of such charges.
- C. In addition, where FirstLight TDM Private Line Service is being terminated Off-Net at the Customer Premises through an Off-Net Local Loop to be provisioned by FirstLight on behalf of the Customer, the charges and the Service Term set forth in the Service Order for such FirstLight TDM Private Line (Off-Net) Service assumes that such FirstLight TDM Private Line (Off-Net) Service can be provisioned by FirstLight through the local access provider selected by FirstLight (and/or Customer) for the stated Service Term. In the event FirstLight is unable to provision such FirstLight TDM Private Line (Off-Net) Service through the selected local access provider or the selected local access provider requires a longer Service Term than that set forth in the Service Order, FirstLight reserves the right, regardless of whether FirstLight has accepted the Service Order, to suspend provisioning of such FirstLight TDM Private Line (Off-Net) Service and notify Customer in writing of any additional non-recurring charges, monthly recurring charges and/or Service Term that may apply. Upon receipt of such notice, Customer will have five (5) business days to accept or reject such changes. If Customer does not respond to FirstLight within the five (5) business day period, such changes will be deemed rejected by Customer. In the event Customer rejects the changes (whether affirmatively or through the expiration of the five (5) business day period), the affected FirstLight TDM Private Line (Off-Net) Service will be cancelled without cancellation or ETL of either party.

4. Service Levels.

- A. **Installation Service Level.** FirstLight will exercise commercially reasonable efforts to install any FirstLight TDM Private Line Service on or before the Customer Commit Date specified for the particular FirstLight TDM Private Line Service. This Installation Service Level may be affected by Service Orders that contain incorrect information supplied by Customer or Service Orders that are altered at Customer's request after submission and acceptance by FirstLight.

- B. Availability Service Level for Protected FirstLight TDM Private Line Service.** The Availability Service Level for Protected FirstLight TDM Private Line Service is 99.999% for Protected FirstLight TDM Private Line (On-Net) Service, and 99.9% for Unprotected FirstLight TDM Private Line Service (On-Net). In the event that any Protected FirstLight TDM Private Line Service becomes unavailable (as defined below) as a result of FirstLight fault, errors, or omissions, and for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC for the affected Protected FirstLight TDM Private Line Service based on the cumulative unavailability of the affected Protected FirstLight TDM Private Line Service in a given calendar month as set forth in the table below. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

For any Protected FirstLight TDM Private Line (On-Net) Service:

Cumulative Unavailability (in hrs:mins:secs)

Service Level Credit

00:00:01 – 00:05:00	(No Credit)
00:05:01 – 00:45:00	.5%
00:45:01 – 04:00:00	.10%
04:00:01 – 08:00:00	.20%
08:00:01 – 12:00:00	.30%
12:00:01 – 16:00:00	.40%
16:00:01 – 24:00:00	.50%
24:00:01 or greater	.100%

- C. Availability Service Level for Unprotected FirstLight TDM Private Line Service.** In the event that any Unprotected FirstLight TDM Private Line Service becomes unavailable (as defined in Section 5(B) above) as a result of FirstLight fault, errors, or omissions, and for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC for the affected Unprotected FirstLight TDM Private Line Service based on the cumulative unavailability for the affected Unprotected FirstLight TDM Private Line Service in a given calendar month as set forth in the table below. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

For any Unprotected FirstLight TDM Private Line (On-Net) Service:

Cumulative Unavailability (in hrs:mins:secs)

Service Level Credit

00:00:01 – 24:00:00	(No Credit)
24:00:01 – 30:00:00	2.5%
30:00:01 – 36:00:00	.5%
36:00:01 – 42:00:00	7.5%
42:00:01 or greater	.10%