

**ADDENDUM A TO THE  
ACCEPTABLE USE POLICY**

**For Wired Connections**

1.1. **Packet Loss and Latency.** T3 VoiceNet, LLC. monitors the aggregate packet loss and transmission latency within its LAN and WAN. T3 VoiceNet, LLC. does not monitor the packet loss of the Services or transmission latency of specific customers. After discovering or being notified by Customer of packet loss of the Services in excess of one-half percent (0.5%) ("Excess Packet Loss") or transmission latency of the Services ("Latency") based on T3 VoiceNet, LLC.'s measurements in excess of one of the following: 120 milliseconds round-trip time between any two routers within the continental United States portion of the T3 VoiceNet, LLC. Network, T3 VoiceNet, LLC. will use commercially reasonable efforts to determine the source of such Excess Packet Loss or Latency and to correct such problem to the extent that the source of the problem is on the T3 VoiceNet, LLC. Network.

1.2. **Remedy for Failure.** If three (3) hours after being notified of any Excess Packet Loss or Latency on the T3 VoiceNet, LLC. Network, T3 VoiceNet, LLC. fails to remedy such Excess Packet Loss or Latency, then, subject to Section 1.5 below, T3 VoiceNet, LLC. will credit Customer's account the pro-rata Bandwidth charges for such continuous Excess Packet Loss or Latency that follows the initial three (3) continuous hours after T3 VoiceNet, LLC. receives written notice of such Excess Packet Loss or Latency provided that the sole cause of the Excess Packet Loss or Latency is on T3 VoiceNet, LLC.'s network and within T3 VoiceNet, LLC.'s reasonable control.

1.3. **Inability to Access the Internet (Downtime).** "Downtime" shall be defined as Customer experiencing sustained packet loss of the Services in excess of fifty percent (50%) based on T3 VoiceNet, LLC.'s measurements. If Customer experiences Downtime solely due to a condition on T3 VoiceNet, LLC.'s network that is within T3 VoiceNet, LLC.'s reasonable control, then, subject to Section 1.5 below, T3 VoiceNet, LLC. will credit Customer's account the pro-rata Bandwidth charges for such Downtime. Notwithstanding the forgoing, however, if the time interval between two events of Downtime is less than one and one-half (1 1/2) hours, then both Downtime events plus such time interval will be deemed to constitute one (1) Downtime event.

1.4 **Customer Request Credit.** Customer must notify T3 VoiceNet, LLC., in writing, within five days of the date that Customer becomes eligible to receive a credit under this Section 1. Failure to comply with this requirement will forfeit Customer's right to receive a credit. All credits will be credited on the next recurring invoice for the affected

Bandwidth after receipt of Customer's request for credit. The aggregate maximum credit in a given calendar month shall not exceed the Monthly Recurring Charge for Bandwidth payable by Customer for such month.

1.5 **Limitation on Remedies.** T3 VoiceNet, LLC. will not apply a credit under Section 1.2 for any Excess Packet Loss or Latency for which Customer received a credit under Section 1.3. Sections 1.2, 1.3 and 1.4 above state Customer's sole and exclusive remedy for any failure by T3 VoiceNet, LLC. to provide Bandwidth or adequate service levels, including but not limited to any outages or T3 VoiceNet, LLC. network congestion. T3 VoiceNet, LLC.'s suspension or modification of Bandwidth in accordance with the terms of this Agreement shall not be deemed to be a failure of T3 VoiceNet, LLC. to provide adequate service levels under this Agreement. In no event shall Customer be entitled to any credit on its Bandwidth charges to the extent that Excess Packet Loss, Latency or Downtime is caused by (i) Customer attempting to exceed the maximum bandwidth of Customer's connection to the T3 VoiceNet, LLC. Network or otherwise violating the terms of this Agreement, (ii) Force Majeure; (iii) an act or omission of Customer, its employees, agents or contractors or its subscribers, customers or end users; (iv) the use or failure of any CPE or non-T3 VoiceNet, LLC. In-Building Facilities used in connection with the dedicated Internet Service; or (v) planned outages for maintenance or repair that are scheduled in advance.

Customer Initials \_\_\_\_\_