



Federal Supply Service
U.S. General Services Administration

tw telecom holdings inc.

Authorized Information
Technology
Schedule Pricelist

*This Schedule Contract Pricelist is effective as of
March 18, 2005*



**Authorized Federal Supply Service
Information Technology Schedule Pricelist
General Purpose Commercial Information Technology
Equipment, Software, and Services**

General Description

tw telecom holdings inc. ("TWTC") is a leading provider of managed network solution to a wide range of business customers throughout the United States. We deliver data, dedicated Internet access, and local and long distance voice services in 44 metropolitan markets in the United States as of December 31, 2003. Our customers are principally telecommunications-intensive businesses, long distance carriers, incumbent local exchange carrier ("ILECs"), competitive local exchange carriers ("CLECs"), wireless communications companies, Internet service providers ("ISPs"), educational institutions, and Governmental entities. As of December 31, 2003, our fiber network covered 18,276 route miles, with the equivalent of 898,493 fiber miles in 22 states, and offered service to 4,152 buildings served entirely by our facilities ("on-net"), and 11,934 buildings served through the use of facilities of other carriers to provide a portion of the line ("off-net"). In addition to Dedicated Transport, Local & Long Distance Voice, and Internet services, TWTC has become an industry leader in Metro Ethernet solutions, with over 800 clients operational to date.

Applicable Special Item Numbers, FSC Classes, and FPDS

Special Item Numbers	FSC Class/FPDS Code	Products/Services
132-52	D-304	Electronic Commerce Services- ADP and Telecommunications Transmission Services
	D-304	E-Mail Services
	D-304	Internet Access Services
	D-399	Other Data Transmission Services, not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

tw telecom holdings inc.
10475 Park Meadows Drive
Littleton, Colorado 80124
Phone: 303-566-1000/Fax: 303-566-1011
E-mail: kathy.gatchis@twtelecom.com

Contract Number:	GS-35F-0426R
Period Covered by Contract:	March 18, 2005 – March 17, 2010



**General Services Administration
Federal Supply Service**

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. (<http://www.gsaadvantage.gov>).

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Applicable To All Special Item Numbers

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be will domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. Contractor's Ordering Address and Payment Information:

Agencies should address all orders to the following address:

tw telecom holdings inc.
10475 Park Meadows Drive
Littleton, Colorado 80124

Agencies should address all payments to the following address:

tw telecom holdings inc.
Box 172567
Denver, CO 80217-2567

Contractors must accept the credit card for payments equal to or less than the micro-purchase threshold for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold. (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Ordering Assistance

Telephone: 888-329-0668
 Fax: 303-566-6060

Technical Assistance

Telephone: 888-329-0668
 Fax: 303-566-6060

3. Liability for Injury or Damage

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9:	G. Order/Modification Under Federal Schedule	
Block 16:	Data Universal Numbering System (DUNS) Number:	869502971
Block 30:	Type of Contractor -	C, Large Business
Block 31:	Woman-Owned Small Business -	No
Block 36:	Contractor's Taxpayer Identification Number (TIN)	133699930

4a. CAGE Code: 1XG80

4b. Contractor has registered with the Central Contractor Registration Database.

5. **FOB:** Destination

6. Delivery Schedule

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (DAYS ARO)
132-52	TBD by TWTC and Ordering Activity

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts:

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt payment: 0% 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity -- None
- c. Dollar Volume -- None
- d. Government Educational Institutions – Government Educational Institutions are offered the same discounts as all other Government customers.
- e. Other -- None

8. Trade Agreements Act of 1979, as Amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, or Free Trade Agreement country end products, as defined in 48 CFR 52.225-5 (Jan 2004).

9. Statement Concerning Availability of Export Packing: N/A

10. Small Requirements:

The minimum dollar value of orders to be issued is \$100.

11. Maximum Order: (All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000.

Special Item Number 132-52, Electronic Commerce Services.

12. Ordering Procedures for Federal Supply Schedule Contracts

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. Federal Information Technology/Telecommunication Standards Requirements:

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 Federal Information Processing Standards Publications (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 *Federal Telecommunication Standards (FED-STDS):*

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. Contractor Tasks / Special Requirements (C-FSS-370) (Nov 2003).

- a. Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- b. Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- c. Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- d. Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- e. Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- f. Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g. Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- h. Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- i. Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- j. Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of

appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. Contract Administration for Ordering Activities

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

1. Manufacturer;
2. Manufacturer's Part Number; and
3. Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: Netscape). The Internet address is <http://www.gsaadvantage.gov>.

17. Purchase of Open Market Items

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

1. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
2. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
3. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
4. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. Contractor Commitments, Warranties and Representations

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 1. Time of delivery/installation quotations for individual orders;
 2. Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

3. Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. Overseas Activities

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not applicable

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. Blanket Purchase Agreements (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. Contractor Team Arrangements

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. Installation, Deinstallation, Reinstallation

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. Section 508 Compliance

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

Not applicable to this offer.

The EIT standard can be found at: www.Section508.gov/.

24. Prime Contractor Ordering from Federal Supply Schedules

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- b. The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. Insurance—Work On A Government Installation (JAN 1997)(FAR 52.228-5)

- a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - 1. For such period as the laws of the State in which this contract is to be performed prescribe; or
 - 2. Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- c. The Contractor shall insert the substance of this clause, including this paragraph c, in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324).

(Special Item Number 132-52)

1. Scope

- a. The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. Performance Incentives I-FSS-60 (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for the services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. Reserved (Hourly rates for Professional IT Services are not applicable.)

4. Order

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

5. Performance Of Services

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

6. Stop-Work Order (FAR 52-242-15) (AUG 1989)

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 1. Cancel the stop-work order; or
 2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

7. Inspection Of Services

The Inspection of Services –Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection – Time and Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

8. Responsibilities of the Contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data - General, may apply.

9. Responsibilities of the Ordering Activity

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite EC Services.

10. Independent Contractor

All EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

11. Organizational Conflicts of Interest

- a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

12. Invoices

The Contractor, upon completion of the work ordered, shall submit invoices for EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

13. Payments

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

14. Incidental Support Costs

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. Approval of Subcontracts

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

Authorized Use: The Contractor ("TWTC") offers all services ("Services") subject to availability; provided, however, if an order ("Service Order") has been accepted by TWTC, TWTC will provide Services for the term of such Service Order. All use of the Services and TWTC's network shall comply with TWTC's Acceptable Use Policy ("AUP") which is made a part of any Service Order. TWTC reserves the right to amend the AUP effective upon posting to its web site or other notice to the ordering activity without effect on any other terms of this Agreement. The ordering activity may use Services only for authorized and lawful purposes. TWTC has the right to limit the manner in which any portion of its network and facilities ("Network") is used to protect the technical integrity of the Network. TWTC does not undertake to transmit messages, but offers the use of its Service when available. TWTC is not liable or responsible for content, errors in transmission or failure to establish connections.

Equipment, Installation and Interconnection: Other than the facilities, termination equipment or other devices provided by the ordering activity, and unless otherwise provided elsewhere in this Agreement or any attachments hereto, TWTC will pay for, provide, install, maintain, operate, control and own any equipment, cable or facilities connected to the Network ("System Equipment"), which equipment at all times remains TWTC's personal property, regardless of where located or attached. TWTC may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the Service are not altered, and this Agreement constitutes the ordering activity's consent to such change, replacement or removal. The ordering activity may not rearrange or move or disconnect the System Equipment, and is responsible for any damage to or loss of System Equipment caused by the ordering activity's negligence or willful misconduct or that of its end users. TWTC has no obligation to install, maintain or repair any equipment owned or provided by the ordering activity, except as may be specifically provided herein. If the ordering activity's or end user's equipment is incompatible with Service, the ordering activity is responsible for any special interface equipment or facilities necessary to ensure compatibility. If, in responding to a the ordering activity-initiated service call, TWTC reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of the ordering activity-provided equipment or software, the ordering activity will pay TWTC for such service call at TWTC's then prevailing rates.

Access: TWTC requires an ordering activity contact who can be reached 7x24. TWTC may require access to the ordering activity's premises to install and maintain the Service and System Equipment necessary for the provision of Service. The ordering activity must provide, or cause its end users to provide, at no cost to TWTC, reasonable access, space, power and environmental conditioning as applicable to the particular installation, and must use, and cause its end users to use, commercially reasonable efforts to obtain any necessary consents or rights of way from third parties.

Installation: Upon completing installation, TWTC will notify the ordering activity that Service has been installed, tested by TWTC and is available for the ordering activity's use ("Service Date"). Unless the ordering activity notifies TWTC by fax or in writing by close of business on the Service Date that Service is not operational, the term of the Service Order will begin and billing will commence. If the ordering activity so notifies TWTC, TWTC will work to correct any compliance issues. If TWTC does not find a defect in service, TWTC will notify the ordering activity, and the Service Date will remain unchanged.

Force Majeure: Neither party is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cut, adverse weather conditions, governmental action, labor difficulties and supplier failures. Either party's invocation of this clause shall not relieve the ordering activity of its obligation to pay for any Services actually provided up to the ordering activity's demarcation point. In the event such failure continues for 10 days, the other party may terminate the affected portion of the Services, upon no less than 30 days prior written notice.

Product Descriptions and Pricelist

tw telecom holdings inc. provides its suite of Managed Security, Transport, Internet, Data, and Storage Services to Ordering Activities under this Contract. Specific GSA pricing may be found following each service description.

Service Description
Managed Security Service
Local Transport
Internet Service
NLAN, SNLAN, Elite NLAN
Extended NLAN
Storage Transport

PRICING NOTES: The pricing offered to GSA under this Contract assumes that the service is On-Net.* Pricing is not valid if any of the following exceptions apply.

- 1) Outside Plant construction is required;
- 2) Additional equipment is required to deliver service;
- 3) A new platform of equipment needs to be used due to the discontinuation of current equipment;
- 4) Resell applications (applications where the customer of record and the actual service location differ or situations where TWTC may be required to support multiple end-user entities);
- 5) Any product under development that has not been announced as generally available (GA).

Ask your sales representative about available promotions.

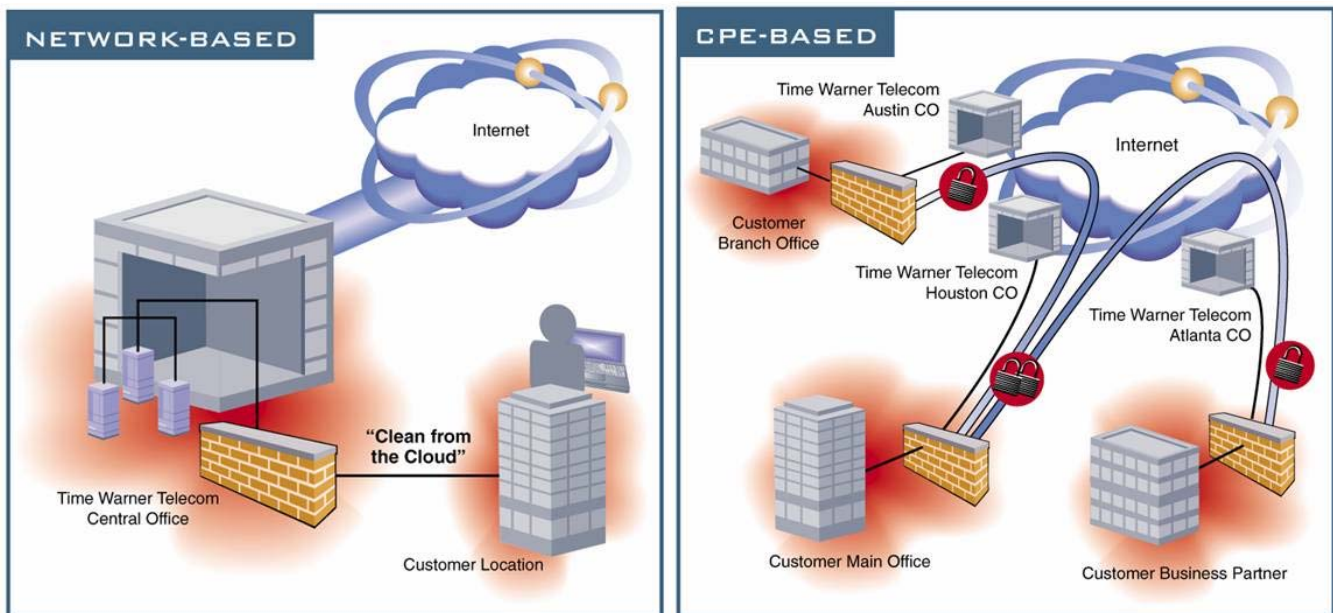
*"On-Net Service" means a Service that is provisioned entirely on **tw telecom's** network. "Off-Net Service" means a Service that is not provisioned entirely on **tw telecom's** network in that either the origination or termination point of the Service (or both) is/are on telecommunication facilities that are operated by another telecommunication provider(s). Any Off-Net Service required to provision Service to a particular location will be priced separately (open market).

Managed Security Services are available in the following two formats. This offering must be purchased in conjunction with a **tw telecom** Internet solution and becomes contractually co-terminus with the customer's underlying Internet connectivity (Managed Security Service is not available as a stand-alone service):

- A Network-Based Managed Firewall/Secure IP Virtual Private Network (VPN) Service
 - A security device resides within **tw telecom's** IP POP providing Layer 3 Stateful (protects all 65,535 IP ports) Packet Inspection Firewall (L3SPI) and IP Sec VPN (DES, 3DES or AES) functionality. This solution provides cloud-based data encryption and removes "unauthorized" traffic from the customer's metropolitan network, thus providing a clear-pipe and increasing the usability of the local circuit. This assists in the mitigation of DOS and DDOS attacks, where connectivity is "cleaned" prior to flooding the customer's metropolitan infrastructure.
- A CPE-Based Managed Firewall/Secure IP VPN Service
 - A **tw telecom** security device resides at the customer's premise providing L3SPI (protects all 65,535 IP ports) and IP Sec VPN (DES, 3DES or AES) functionality. This solution provides premise-to-premise data encryption.

Each Managed Security Service solution provides the customer with:

- Monthly Managed Firewall/Secure IP VPN
- Carrier-class solution, scalable with customer's increasing Internet bandwidth requirements
- Customized configurations to satisfy individual customer security requirements
- A comprehensive list of available features and customizable options



Pricing

Pricing for Premium Level Service – by Bandwidth & Per Location

Internet Bandwidth	NRC		MRC (Network & CPE)
	Network	CPE	
0 - 2.0 Mbps	\$239	\$96	\$95
2.1 - 5.0 Mbps	\$239	\$96	\$124
5.1 - 10 Mbps	\$239	\$96	\$211
11 - 25 Mbps	\$239	\$96	\$479
26 - 50 Mbps	\$239	\$96	\$861
51 - 100 Mbps	\$239	\$96	\$1,531
101 - 155 Mbps	\$239	\$96	\$2,077
156 - 250 Mbps	\$239	Open Market	\$2,872
MSS Consulting Fee	\$250/hr	\$250/hr	N/A
MSS Configuration Change	\$250/hr	\$250/hr	N/A

Premium Level Service

Features

- 8 Free Instances of Policy Change Per Month
- Monthly Executive Report
- 7x24x365 Monitoring and Response
- Initial Security Consultation
- First MSS Consulting Fee: Waived

Pricing for Business Level Service – by Bandwidth & Per Location

Internet Bandwidth	NRC		MRC (Network & CPE)
	Network	CPE	
0 - 2.0 Mbps	\$239	\$96	\$72
2.1 - 5.0 Mbps	\$239	\$96	\$96
5.1 - 10 Mbps	\$239	\$96	\$158
11 - 25 Mbps	\$239	\$96	\$359
26 - 50 Mbps	\$239	\$96	\$646
51 - 100 Mbps	\$239	\$96	\$1,149
101 - 155 Mbps	\$239	\$96	\$1,555
156 - 250 Mbps	\$239	Open Market	\$2,154
MSS Consulting Fee	\$250/hr	\$250/hr	N/A
MSS Configuration Change	\$250/hr	\$250/hr	N/A

Business Level Service

Features

- 2 Free Instances of Policy Change Per Quarter
- 7x24x365 Monitoring and Response
- Initial Security Consultation
- Monthly Executive Report available (open market).

MSS Pricing (pricing does not include underlying Internet connectivity) Pricing is for ON-NET solutions only.

Transport Services deliver SONET and DWDM-based private lines in point-to-point configurations, for high-bandwidth data applications. Local Transport Services deliver local access circuits that are dedicated, non-switched asynchronous and synchronous telecommunications channels provided between two or more designated locations within one TWTC city. Options range from 1.544 Mbps to 10 Gbps.

Product Sub-Category	Description
DS1	DS1 service is a dedicated, high capacity, full duplex channel with a line bandwidth of 1.544 Mbps. It has a line signal format of either Alternate Mark Inversion (AMI) or Binary 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ES) formats. DS1 has the equivalent capacity of 24 Voice Grade services or 24 DS0 services. AMI can support 24 each 56 Kbps channels and B8ZS can support 24 each 64 Kbps channels. This service can be used for voice, data, image or video applications where there is a need for cost effective, bulk communications between two locations. Because of its mid range capacity, DS1 service is used in hubbed networks as backbone transport as well as terminated directly to high volume customer locations.
DS3	DS3 service is a dedicated, high capacity, full duplex channel with a line bandwidth of 44.736 Mbps. It has a line code of bipolar with three zero substitution (BZ3S). DS3 service has the equivalent capacity of 28 DS1 services or 672 voice grade services or 672 DS0 services at either 56 or 64 Kbps channels. This service is available in either channelized (M13) or nonchannelized (C-Bit) formats. Ds3 service can be used for high volume voice, data, image or video applications eliminating the need to maintain and pay for multiple dedicated lines.
OC3	OC-3 service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the SONET standard rate of 155.52 Mbps. OC-3 service can be configured with up to 3 STS-1s, or with combinations of asynchronous DS3 or DS1 (VT1.5) payload mapping.
OC12	OC12 service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the SONET standard rate of 622.08 Mbps. This service can be configured with up to 4 OC3s, 12 STS-1s, or up to 12 asynchronous DS3 payload mapping. DS1 payload mapping can be accommodated via a subtended OC3 add-drop multiplexer (ADM).

Local Transport Service Level Agreement

The following service level agreement applies to Fully Protected Private Network Transport Services and On-Net Transport Services:

Credits for Service Outages

If there is a Service Outage, credits will be issued to Customer as set forth below. Credits are calculated as a percentage of the MRC for the Service that experienced the outage.

Fully Protected Private Network Transport Services

For Private Network Transport Services that are provisioned with diverse paths and dual building entrances at each terminating location, such Services will be available to Customer at least 99.999% of each calendar month. If there is a Service Outage, TWTC will issue credits as follows:

- a. for Service Outages exceeding one minute during a calendar month, Customer will receive a credit of 50% of the MRC for such Service.
- b. if there is a second Service Outage exceeding one minute on the same Service during the same calendar month, Customer will receive an additional credit of 50% of the MRC for such Service.

On-Net Dedicated Transport Services and Non-Fully Protected Private Network Transport Services (not having fully diverse paths and dual building entrances at each terminating location)

For dedicated but non-private DS_n and OC_n On-Net Transport Services and for Private Network Transport Services not having fully diverse paths and dual building entrances at each terminating location, such Services will be available to Customer at least 99.99% of each calendar month. If there is a Service Outage, TWTC will issue credits as follows:

Duration of Service Outage	Service Outage Credit
Under 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours up to 48 hours	50% of the MRC
48 hours or greater	100% of the MRC

For Off-Net Service Outages, TWTC will pass through to Customer any credits or monetary compensation that it receives from the underlying carrier for such Service Outage.

Transport Pricing: Tier 1 Markets

This pricing is applicable in the following markets:

Baltimore
 Jersey City
 Los Angeles / Ontario
 Manhattan
 Oakland
 Orange County
 Portland
 San Francisco
 Seattle
 Washington DC

Circuit Type	NRC	Mileage Charges				Recurring Charges			
		0-9.9 Miles	10-19.9 Miles	20-44.9 Miles	45-70 Miles	1-Yr MRC	2-Yr MRC	3-Yr MRC	5-Yr MRC
DS-1	\$101	\$0	\$35	\$71	\$106	\$116	\$106	\$99	\$92
DS-3(Clear Channel)	\$202	\$0	\$85	\$169	\$254	\$748	\$674	\$635	\$599
OC-3 (2 fiber)	\$504	\$0	\$212	\$423	\$635	\$1,735	\$1,562	\$1,478	\$1,389
OC-3 (4 fiber)	\$504	\$0	\$212	\$423	\$635	\$2,232	\$2,010	\$1,897	\$1,788
OC-12 (2 fiber)	\$504	\$0	\$353	\$705	\$1,058	\$4,909	\$4,419	\$4,172	\$3,928
OC-12 (4 fiber)	\$1,008	\$0	\$353	\$705	\$1,058	\$6,076	\$5,466	\$5,163	\$4,859

Local loop priced separately.

Pricing based on available capacity

Transport Pricing: Tier 2 Markets

This pricing is applicable in the following markets:

Albany	Dayton	Minneapolis
Atlanta	Denver	Mobile
Binghamton	Greensboro	Montgomery
Birmingham	Greenville	Nashville
Boise	Indianapolis	Orlando
Charlotte	Jacksonville	Phoenix
Chicago	Kansas City	Raleigh
Cincinnati	Las Vegas	Rochester
Colorado Springs	Louisville	San Diego
Columbia	Memphis	Spokane
Columbus	Miami/Ft. Lauderdale	Tampa

Circuit Type	NRC	Mileage Charges				Recurring Charges			
		0-9.9 Miles	10-19.9 Miles	20-44.9 Miles	45-70 Miles	1-Yr MRC	2-Yr MRC	3-Yr MRC	5-Yr MRC
DS-1	\$101	\$0	\$35	\$71	\$106	\$127	\$113	\$106	\$102
DS-3(Clear Channel)	\$202	\$0	\$85	\$169	\$254	\$808	\$726	\$688	\$645
OC-3 (2 fiber)	\$504	\$0	\$212	\$423	\$635	\$1,876	\$1,689	\$1,594	\$1,502
OC-3 (4 fiber)	\$504	\$0	\$212	\$423	\$635	\$2,412	\$2,172	\$2,052	\$1,929
OC-12 (2 fiber)	\$504	\$0	\$353	\$705	\$1,058	\$5,304	\$4,775	\$4,507	\$4,242
OC-12 (4 fiber)	\$1,008	\$0	\$353	\$705	\$1,058	\$6,563	\$5,907	\$5,579	\$5,251

Local loop priced separately.

Pricing based on available capacity

Transport Pricing: Tier 3 Markets

This pricing is applicable in the following markets:

Albuquerque	Lake Charles
Austin	Lexington
Bakersfield	Little Rock
Baton Rouge	Milwaukee
Columbus, GA	New Orleans
Dallas/Ft. Worth	San Antonio
El Paso	San Luis Obispo
Fayetteville	Santa Barbara
Fresno	Shreveport
Houston	Tucson
Jackson	Tulsa
Lafayette	

Circuit Type	NRC	Mileage Charges				Recurring Charges			
		0-9.9 Miles	10-19.9 Miles	20-44.9 Miles	45-70 Miles	1-Yr MRC	2-Yr MRC	3-Yr MRC	5-Yr MRC
DS-1	\$101	\$0	\$35	\$71	\$106	\$134	\$120	\$113	\$106
DS-3(Clear Channel)	\$202	\$0	\$85	\$169	\$254	\$860	\$776	\$730	\$688
OC-3 (2 fiber)	\$504	\$0	\$212	\$423	\$635	\$1,996	\$1,795	\$1,696	\$1,597
OC-3 (4 fiber)	\$504	\$0	\$212	\$423	\$635	\$2,567	\$2,310	\$2,183	\$2,052
OC-12 (2 fiber)	\$504	\$0	\$353	\$705	\$1,058	\$5,642	\$5,078	\$4,796	\$4,514
OC-12 (4 fiber)	\$1,008	\$0	\$353	\$705	\$1,058	\$6,982	\$6,284	\$5,935	\$5,586
<i>Local loop priced separately.</i>									

Pricing based on available capacity

Transport Pricing: Tier 4 Markets:

This pricing is applicable in the following markets:

Honolulu (Oahu Island Only)

Note: Inter-Island service available under separate contract.

Circuit Type	NRC	Mileage Charges				Recurring Charges			
		0-9.9 Miles	10-19.9 Miles	20-44.9 Miles	45-70 Miles	1-Yr MRC	2-Yr MRC	3-Yr MRC	5-Yr MRC
DS-1	\$101	\$0	\$35	\$71	\$106	\$152	\$138	\$127	\$120
DS-3(Clear Channel)	\$202	\$0	\$85	\$169	\$254	\$973	\$875	\$825	\$779
OC-3 (2 fiber)	\$504	\$0	\$212	\$423	\$635	\$2,257	\$2,031	\$1,918	\$1,806
OC-3 (4 fiber)	\$504	\$0	\$212	\$423	\$635	\$2,902	\$2,610	\$2,465	\$2,320
OC-12 (2 fiber)	\$504	\$0	\$353	\$705	\$1,058	\$6,376	\$5,738	\$5,420	\$5,099
OC-12 (4 fiber)	\$1,008	\$0	\$353	\$705	\$1,058	\$7,889	\$7,102	\$6,707	\$6,312

Local loop priced separately.

Pricing based on available capacity

TWTC offers a comprehensive suite of high-quality, high-speed Internet options -- traditional connections (TDM) from T1 to OC48 and Ethernet connections from 10Mbps ports to 10Gbps ports. Internet Services are high capacity, full duplex, Internet Protocol ("IP") Services connecting the Customer's network to TWTC's Internet backbone. Internet Services are comprised of two service elements -- Internet Access (bandwidth) and Internet Transport (port, i.e. T1, DS3, OCn).

Traditional Internet Service

T1 - 1.5 Mbps

NxT1 - multiple bonded T1s – 3 Mbps to 6 Mbps, in 1.5 Mbps increments

DS3 - 2 Mbps to 10 Mbps in 2 Mbps increments, 10 Mbps to 45 Mbps in 5 Mbps increments

OC3 - 35 Mbps to 95 Mbps in 10 Mbps increments, 100 Mbps to 150 Mbps in 25 Mbps increments, plus 155 Mbps

OC12 - 125 Mbps to 250 Mbps in 25 Mbps increments, higher-bandwidths ICB

OC48 – ICB

Ethernet Internet Service

Ethernet 10 Mbps - 2 Mbps to 10 Mbps in 2 Mbps increments

Ethernet 100 Mbps - 2 Mbps to 10 Mbps in 2 Mbps increments, 10 Mbps to 100 Mbps in 5 Mbps increments

Ethernet 1Gbps - 50 Mbps to 100 Mbps in 10 Mbps increments, 100 Mbps to 250 Mbps in 25 Mbps increments, 300 to 1Gbps in 50 Mbps increments.

Ethernet 10Gbps – ICB

Note: Not all services available in all markets. Burstable service is available in most markets.

Available Features:

- Primary DNS (for up to 10 domains)
- Secondary DNS available at no charge (up to 50 domains)
- IP address space with proper justification
- 24x7 trouble shooting (excludes Customer 's equipment)
- NNRP and NNTP news services
- Online bandwidth utilization reports
- Backup e-mail hosting
- BGP peering

Internet Service Level Agreement

Network Availability

tw telecom ("TWTC")'s Internet Services will be available to Customer at least 99.99% of the time in a calendar month ("Network Availability") or Customer will receive service outage credits per the table below. A service outage causing Network non-availability is defined as the inability to transmit and receive data due to a failure in TWTC's equipment or network ("Service Outage"). Credits are based upon a percentage of the monthly recurring charge ("MRC") for the non-performing Internet Service as follows:

Per Service Outage	Percentage Credit
Up to 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

Network Latency

TWTC's Internet Services will have an average round-trip transmission of 45 milliseconds ("ms") or less between TWTC Internet points of presence ("POPs") in the forty-eight contiguous United States and an average round-trip transmission of 75 milliseconds or less between TWTC Internet POPs in the forty-eight contiguous states plus Hawaii ("Latency"). If TWTC fails to meet the applicable Latency standard, credits will be calculated per the table below. Credits are based upon a percentage of the MRC for the non-performing Internet Service as follows:

48 Contiguous U.S.	48 Contiguous U.S. + Hawaii	Credits
0.00 to 45.00 ms	0.00 to 75.00 ms	No Credit
45.01 to 55.00 ms	75.01 to 85.00 ms	5% of the MRC
55.01 to 60.00 ms	85.01 to 90.00 ms	10% of the MRC
60.01 to 65.00 ms	90.01 to 95.00 ms	15% of the MRC
65.01 to 70.00 ms	95.01 to 100.00 ms	20% of the MRC
70.01 to 75.00 ms	100.01 to 105.00 ms	35% of the MRC
75.01 ms or greater	105.01 ms or greater	50% of the MRC

Packet Delivery

TWTC's Internet Services will have packet delivery of 99.9% or greater. Packet Delivery is determined by averaging sample measurements taken during the most recent full calendar month between TWTC Internet POPs. If TWTC fails to meet the applicable Packet Delivery objective, credits will be calculated per the table below. Credits are based upon a percentage of the MRC for the non-performing Internet Service as follows:

Packet Delivery	Credits
99.9% or greater	No Credit
99.5% to 99.8%	5% of the MRC
99% to 99.4%	10% of the MRC
98% to 98.9%	15% of the MRC
97% to 97.9%	20% of the MRC
96% to 96.9%	35% of the MRC
Less than 96%	50% of the MRC

On-time Installation

For Internet Services provisioned completely on TWTC's Network, TWTC will complete installation within 12 business days from the date the Service Order is received by TWTC's Provisioning Network Operations Center ("PNOC"). For Off-net Services (provisioned through another provider), TWTC will complete installation within 12 business days from the date the Service Order is received by the PNOC, plus the underlying provider's actual installation interval. If TWTC fails to meet the installation interval, it will provide Customer with a 50% credit off the installation fee set forth in the applicable Service Order.

General Terms Applicable to Service Level Agreement

Customer shall report problems with its Services by contacting TWTC's Customer & Network Reliability Center ("CNRC") at 1-800-829-0420. TWTC will open a trouble ticket and provide a trouble ticket number for tracking purposes. For the purpose of determining the applicable credit, a Service Outage begins when the Customer reports the Service Outage to TWTC's CNRC and ends when the Service is restored. Credits are provided to Customer only upon request by Customer. The resources, equipment and methodology used to measure service level metrics are determined by TWTC in its sole discretion.

Service Outages and failures to meet the performance objectives herein do not include outages and failures caused by the equipment, acts or omissions of Customer or its End Users, Force Majeure events, fiber cuts caused by third-parties, failure of elements of the Internet outside of TWTC's control or outages occurring during scheduled or emergency maintenance. Standard maintenance windows are based on the time zone of a city's location and are available at: <http://info.twtelecom.net/info.php?id=1>. The duration of a Service Outage does not include any time during which TWTC is denied access to the premises necessary to restore the Service.

The remedies set forth in this service level agreement and in the Standard Terms and Conditions executed by Customer (incorporated by this reference) are Customer's sole and exclusive remedies if there are Service Outages and/or failures to meet the performance objectives in this Service Level Agreement. Credits issued during any calendar month, for any reason(s), will not exceed the MRC associated with the troubled Service.

Performance Metrics Available at TWTC's Website

Monthly Network Latency and Packet Delivery averages may be viewed at: www.twtelecom.com/performance/ip_network_overview_performance.html

Internet Pricing: Tier 1 Markets

This pricing is applicable in the following markets:

Atlanta
 Baltimore
 Inland Empire
 Jersey City
 Los Angeles
 Manhattan
 Oakland
 Orange County
 Portland
 San Francisco
 Seattle
 Washington, DC

Internet T1 and Bonded T1

Internet Access Pricing

Mbps	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
1.5	\$353	\$205	\$185	\$174	\$164
3	\$529	\$282	\$254	\$240	\$226
4.5	\$529	\$346	\$311	\$294	\$277
6	\$529	\$413	\$371	\$351	\$330

Internet Transport Pricing

Circuit	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
T1-1.5M	\$0	\$60	\$54	\$51	\$48
2xT1-3M	\$0	\$120	\$109	\$102	\$96
3xT1-4.5M	\$0	\$180	\$163	\$152	\$144
4xT1-6M	\$0	\$240	\$217	\$203	\$192
<i>Local loop priced separately.</i>					

Tier 1 Internet Pricing (Cont.)

Internet DS-3

Internet Access Pricing

Mbps	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
2	\$529	\$238	\$214	\$202	\$190
4	\$529	\$327	\$294	\$278	\$262
6	\$529	\$413	\$371	\$351	\$330
8	\$529	\$501	\$451	\$426	\$401
10	\$529	\$587	\$528	\$499	\$470
15	\$529	\$752	\$677	\$639	\$602
20	\$529	\$917	\$826	\$780	\$734
25	\$529	\$1,082	\$974	\$920	\$866
30	\$529	\$1,247	\$1,123	\$1,060	\$998
35	\$529	\$1,409	\$1,268	\$1,198	\$1,127
40	\$529	\$1,574	\$1,417	\$1,338	\$1,259
45	\$529	\$1,739	\$1,565	\$1,478	\$1,391

Internet Transport Pricing

Circuit	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
DS-3	\$0	\$229	\$207	\$195	\$183

Local loop priced separately.

Tier 1 Internet Pricing (Cont.)

Internet OC-3

Internet Access Pricing

Mbps	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
35	\$1,058	\$1,409	\$1,268	\$1,198	\$1,127
45	\$1,058	\$1,739	\$1,565	\$1,478	\$1,391
55	\$1,058	\$2,012	\$1,811	\$1,710	\$1,610
65	\$1,058	\$2,228	\$2,005	\$1,894	\$1,782
75	\$1,058	\$2,444	\$2,199	\$2,077	\$1,955
85	\$1,058	\$2,660	\$2,394	\$2,261	\$2,128
95	\$1,058	\$2,875	\$2,588	\$2,444	\$2,300
100	\$1,058	\$2,983	\$2,685	\$2,536	\$2,387
125	\$1,058	\$3,516	\$3,164	\$2,988	\$2,813
150	\$1,058	\$4,045	\$3,640	\$3,438	\$3,236
155	\$1,058	\$4,151	\$3,736	\$3,528	\$3,321

Internet Transport Pricing

Circuit	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
OC-3	\$0	\$645	\$581	\$549	\$516

Local loop priced separately.

Internet OC-12

Internet Access Pricing

Mbps	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
125	\$1,411	\$3,516	\$3,164	\$2,988	\$2,813
150	\$1,411	\$4,045	\$3,640	\$3,438	\$3,236
175	\$1,411	\$4,577	\$4,120	\$3,891	\$3,662
200	\$1,411	\$5,110	\$4,599	\$4,343	\$4,088
225	\$1,411	\$5,639	\$5,075	\$4,793	\$4,511
250	\$1,411	\$6,171	\$5,554	\$5,246	\$4,937

Tier 1 Internet Pricing (Cont.)

Internet Transport Pricing

Circuit	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
OC-12	\$0	\$1,238	\$1,114	\$1,052	\$990
<i>Local loop priced separately.</i>					

Ethernet Internet Services

Internet Access Pricing

Mbps	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
2	\$529	\$238	\$214	\$202	\$190
4	\$529	\$327	\$294	\$278	\$262
6	\$529	\$413	\$371	\$351	\$330
8	\$529	\$501	\$451	\$426	\$401
10	\$529	\$587	\$528	\$499	\$470

Internet Transport Pricing

Port	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
10 Mbps Ethernet	\$0	\$229	\$207	\$195	\$183
<i>Local loop priced separately.</i>					

Tier 1 Internet Pricing (Cont.)

Internet – Fast Ethernet (100 Mbps Port)

Internet Access Pricing

Mbps	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
2	\$529	\$238	\$214	\$202	\$190
4	\$529	\$327	\$294	\$278	\$262
6	\$529	\$413	\$371	\$351	\$330
8	\$529	\$501	\$451	\$426	\$401
10	\$529	\$587	\$528	\$499	\$470
15	\$529	\$752	\$677	\$639	\$602
20	\$529	\$917	\$826	\$780	\$734
25	\$529	\$1,082	\$974	\$920	\$866
30	\$529	\$1,247	\$1,123	\$1,060	\$998
35	\$529	\$1,409	\$1,268	\$1,198	\$1,127
40	\$529	\$1,574	\$1,417	\$1,338	\$1,259
45	\$529	\$1,739	\$1,565	\$1,478	\$1,391
50	\$529	\$1,904	\$1,714	\$1,619	\$1,523
55	\$529	\$2,012	\$1,811	\$1,710	\$1,610
60	\$529	\$2,120	\$1,908	\$1,802	\$1,696
65	\$529	\$2,228	\$2,005	\$1,894	\$1,782
70	\$529	\$2,336	\$2,102	\$1,986	\$1,869
75	\$529	\$2,444	\$2,199	\$2,077	\$1,955
80	\$529	\$2,552	\$2,297	\$2,169	\$2,041
85	\$529	\$2,660	\$2,394	\$2,261	\$2,128
90	\$529	\$2,768	\$2,491	\$2,352	\$2,214
95	\$529	\$2,875	\$2,588	\$2,444	\$2,300
100	\$529	\$2,983	\$2,685	\$2,536	\$2,387

Internet Transport Pricing

Port	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
100 Mbps Ethernet	\$0	\$229	\$207	\$195	\$183
<i>Local loop priced separately.</i>					

Tier 1 Internet Pricing (Cont.)

Internet – Gigabit Ethernet (1000 Mbps Port)

Internet Access Pricing

Mbps	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
50	\$1,411	\$1,904	\$1,714	\$1,619	\$1,523
60	\$1,411	\$2,120	\$1,908	\$1,802	\$1,696
70	\$1,411	\$2,336	\$2,102	\$1,986	\$1,869
80	\$1,411	\$2,552	\$2,297	\$2,169	\$2,041
90	\$1,411	\$2,768	\$2,491	\$2,352	\$2,214
100	\$1,411	\$2,983	\$2,685	\$2,536	\$2,387
125	\$1,411	\$3,516	\$3,164	\$2,988	\$2,813
150	\$1,411	\$4,045	\$3,640	\$3,438	\$3,236
175	\$1,411	\$4,577	\$4,120	\$3,891	\$3,662
200	\$1,411	\$5,110	\$4,599	\$4,343	\$4,088
225	\$1,411	\$5,639	\$5,075	\$4,793	\$4,511
250	\$1,411	\$6,171	\$5,554	\$5,246	\$4,937
300	\$1,411	\$7,053	\$6,348	\$5,995	\$5,642
350	\$1,411	\$7,935	\$7,141	\$6,744	\$6,348
400	\$1,411	\$8,816	\$7,935	\$7,494	\$7,053
450	\$1,411	\$9,698	\$8,728	\$8,243	\$7,758
500	\$1,411	\$10,579	\$9,521	\$8,992	\$8,463
550	\$1,411	\$11,017	\$9,915	\$9,364	\$8,813
600	\$1,411	\$11,450	10,305	\$9,733	\$9,160
622	\$1,411	\$11,641	\$10,477	\$9,895	\$9,313
650	\$1,411	\$11,888	\$10,699	\$10,105	\$9,510
700	\$1,411	\$12,321	\$11,089	\$10,473	\$9,857
750	\$1,411	\$12,759	\$11,483	\$10,845	\$10,207
800	\$1,411	\$13,192	\$11,873	\$11,214	\$10,554
850	\$1,411	\$13,630	\$12,267	\$11,585	\$10,904
900	\$1,411	\$14,063	\$12,657	\$11,954	\$11,251
950	\$1,411	\$14,501	\$13,051	\$12,326	\$11,601
1000	\$1,411	\$14,935	\$13,441	\$12,694	\$11,948

Internet Transport Pricing

Port	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
1 Gbps Ethernet	\$0	\$494	\$444	\$420	\$395
<i>Local loop priced separately.</i>					

Internet Pricing: Tier 2 Markets:

This pricing is applicable in the following markets:

Albany	Denver	Miami
Albuquerque	El Paso	Milwaukee
Amarillo	Fayetteville	Minneapolis
Austin	Fort Lauderdale	Mobile
Bakersfield	Fort Worth	Montgomery
Baton Rouge	Fresno	Nashville
Binghamton	Greensboro	New Orleans
Birmingham	Greenville	Orlando
Boise	Honolulu	Phoenix
Charleston, SC	Houston	Raleigh
Charlotte	Indianapolis	Rochester
Chattanooga	Jackson	San Antonio
Chicago	Jacksonville	San Diego
Cincinnati	Kansas City	San Luis Obispo
Colorado Springs	Lafayette	Santa Barbara
Columbia	Lake Charles	Shreveport
Columbus, GA	Las Vegas	Spartanburg
Columbus, OH	Lexington	Spokane
Corpus Christi	Little Rock	Tampa
Dallas	Louisville	Tucson
Dayton	Memphis	Tulsa

Internet T1 and Bonded T1

Internet Access Pricing

Mbps	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
1.5	\$353	\$228	\$205	\$194	\$182
3	\$529	\$314	\$282	\$267	\$251
4.5	\$529	\$384	\$346	\$327	\$308
6	\$529	\$458	\$413	\$390	\$367

Internet Transport Pricing

Circuit	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
T1-1.5M	\$0	\$60	\$54	\$51	\$48
2xT1-3M	\$0	\$120	\$109	\$102	\$96
3xT1-4.5M	\$0	\$180	\$163	\$152	\$144
4xT1-6M	\$0	\$240	\$217	\$203	\$192

Local loop priced separately.

Tier 2 Internet Pricing (Cont.)

Internet DS-3

Internet Access Pricing

Mbps	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
2	\$529	\$264	\$238	\$225	\$212
4	\$529	\$363	\$327	\$309	\$291
6	\$529	\$458	\$413	\$390	\$367
8	\$529	\$557	\$501	\$474	\$446
10	\$529	\$652	\$587	\$555	\$522
15	\$529	\$836	\$752	\$710	\$669
20	\$529	\$1,019	\$917	\$866	\$815
25	\$529	\$1,203	\$1,082	\$1,022	\$962
30	\$529	\$1,386	\$1,247	\$1,178	\$1,109
35	\$529	\$1,566	\$1,409	\$1,331	\$1,253
40	\$529	\$1,749	\$1,574	\$1,487	\$1,399
45	\$529	\$1,932	\$1,739	\$1,643	\$1,546

Internet Transport Pricing

Circuit	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
DS-3	\$0	\$229	\$207	\$195	\$183
<i>Local loop priced separately.</i>					

Tier 2 Internet Pricing (Cont.)

Internet OC-3

Internet Access Pricing

Mbps	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
35	\$1,058	\$1,566	\$1,409	\$1,331	\$1,253
45	\$1,058	\$1,932	\$1,739	\$1,643	\$1,546
55	\$1,058	\$2,236	\$2,012	\$1,900	\$1,789
65	\$1,058	\$2,476	\$2,228	\$2,104	\$1,980
75	\$1,058	\$2,715	\$2,444	\$2,308	\$2,172
85	\$1,058	\$2,955	\$2,660	\$2,512	\$2,364
95	\$1,058	\$3,195	\$2,875	\$2,716	\$2,556
100	\$1,058	\$3,315	\$2,983	\$2,818	\$2,652
125	\$1,058	\$3,791	\$3,412	\$3,222	\$3,033
150	\$1,058	\$4,267	\$3,840	\$3,627	\$3,414
155	\$1,058	\$4,362	\$3,926	\$3,708	\$3,490

Internet Transport Pricing

Circuit	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
OC-3	\$0	\$645	\$581	\$549	\$516

Local loop priced separately.

Tier 2 Internet Pricing (Cont.)

Internet OC-12

Internet Access Pricing

Mbps	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
125	\$1,411	\$3,791	\$3,412	\$3,222	\$3,033
150	\$1,411	\$4,267	\$3,840	\$3,627	\$3,414
175	\$1,411	\$4,743	\$4,269	\$4,032	\$3,794
200	\$1,411	\$5,219	\$4,697	\$4,436	\$4,175
225	\$1,411	\$5,695	\$5,126	\$4,841	\$4,556
250	\$1,411	\$6,171	\$5,554	\$5,246	\$4,937

Internet Transport Pricing

Circuit	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
OC-12	\$0	\$1,238	\$1,114	\$1,052	\$990
<i>Local loop priced separately.</i>					

Ethernet Internet Services

Internet Access Pricing

Mbps	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
2	\$529	\$264	\$238	\$225	\$212
4	\$529	\$363	\$327	\$309	\$291
6	\$529	\$458	\$413	\$390	\$367
8	\$529	\$557	\$501	\$474	\$446
10	\$529	\$652	\$587	\$555	\$522

Internet Transport Pricing

Port	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
10 Mbps Ethernet	\$0	\$229	\$207	\$195	\$183
<i>Local loop priced separately.</i>					

Tier 2 Internet Pricing (Cont.)

Internet – Fast Ethernet (100 Mbps Port)

Internet Access Pricing

Mbps	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
2	\$529	\$264	\$238	\$225	\$212
4	\$529	\$363	\$327	\$309	\$291
6	\$529	\$458	\$413	\$390	\$367
8	\$529	\$557	\$501	\$474	\$446
10	\$529	\$652	\$587	\$555	\$522
15	\$529	\$836	\$752	\$710	\$669
20	\$529	\$1,019	\$917	\$866	\$815
25	\$529	\$1,203	\$1,082	\$1,022	\$962
30	\$529	\$1,386	\$1,247	\$1,178	\$1,109
35	\$529	\$1,566	\$1,409	\$1,331	\$1,253
40	\$529	\$1,749	\$1,574	\$1,487	\$1,399
45	\$529	\$1,932	\$1,739	\$1,643	\$1,546
50	\$529	\$2,116	\$1,904	\$1,798	\$1,693
55	\$529	\$2,236	\$2,012	\$1,900	\$1,789
60	\$529	\$2,356	\$2,120	\$2,002	\$1,885
65	\$529	\$2,476	\$2,228	\$2,104	\$1,980
70	\$529	\$2,595	\$2,336	\$2,206	\$2,076
75	\$529	\$2,715	\$2,444	\$2,308	\$2,172
80	\$529	\$2,835	\$2,552	\$2,410	\$2,268
85	\$529	\$2,955	\$2,660	\$2,512	\$2,364
90	\$529	\$3,075	\$2,768	\$2,614	\$2,460
95	\$529	\$3,195	\$2,875	\$2,716	\$2,556
100	\$529	\$3,315	\$2,983	\$2,818	\$2,652

Internet Transport Pricing

Port	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
100 Mbps Ethernet	\$0	\$229	\$207	\$195	\$183
<i>Local loop priced separately.</i>					

Tier 2 Internet Pricing (Cont.)

Internet – Gigabit Ethernet (1000 Mbps Port)

Internet Access Pricing

Mbps	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
50	\$1,411	\$2,116	\$1,904	\$1,798	\$1,693
60	\$1,411	\$2,356	\$2,120	\$2,002	\$1,885
70	\$1,411	\$2,595	\$2,336	\$2,206	\$2,076
80	\$1,411	\$2,835	\$2,552	\$2,410	\$2,268
90	\$1,411	\$3,075	\$2,768	\$2,614	\$2,460
100	\$1,411	\$3,315	\$2,983	\$2,818	\$2,652
125	\$1,411	\$3,791	\$3,412	\$3,222	\$3,033
150	\$1,411	\$4,267	\$3,840	\$3,627	\$3,414
175	\$1,411	\$4,743	\$4,269	\$4,032	\$3,794
200	\$1,411	\$5,219	\$4,697	\$4,436	\$4,175
225	\$1,411	\$5,695	\$5,126	\$4,841	\$4,556
250	\$1,411	\$6,171	\$5,554	\$5,246	\$4,937
300	\$1,411	\$7,053	\$6,348	\$5,995	\$5,642
350	\$1,411	\$7,935	\$7,141	\$6,744	\$6,348
400	\$1,411	\$8,816	\$7,935	\$7,494	\$7,053
450	\$1,411	\$9,698	\$8,728	\$8,243	\$7,758
500	\$1,411	\$10,579	\$9,521	\$8,992	\$8,463
550	\$1,411	\$11,017	\$9,915	\$9,364	\$8,813
600	\$1,411	\$11,450	10,305	\$9,733	\$9,160
622	\$1,411	\$11,641	\$10,477	\$9,895	\$9,313
650	\$1,411	\$11,888	\$10,699	\$10,105	\$9,510
700	\$1,411	\$12,321	\$11,089	\$10,473	\$9,857
750	\$1,411	\$12,759	\$11,483	\$10,845	\$10,207
800	\$1,411	\$13,192	\$11,873	\$11,214	\$10,554
850	\$1,411	\$13,630	\$12,267	\$11,585	\$10,904
900	\$1,411	\$14,063	\$12,657	\$11,954	\$11,251
950	\$1,411	\$14,501	\$13,051	\$12,326	\$11,601
1000	\$1,411	\$14,935	\$13,441	\$12,694	\$11,948

Internet Transport Pricing

Port	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
1 Gbps Ethernet	\$0	\$494	\$444	\$420	\$395
<i>Local loop priced separately.</i>					

Enterprise Switched Native LAN Service and Elite Native LAN Service

(Product Description and Service Level Agreement)

Service Description

“Ethernet Service” means offering using the technology of Ethernet to transport customer data across the TWTC Ethernet Network. These Services will be offered through the following Ethernet port types: (1) 10/100 Mbps Ethernet where (a) the 10 Mbps Ethernet Service provides a physical IEEE-compliant (IEEE 802.3) 10Base-T (twisted pair), RJ-45 interface to the Customer (transmission speed is available at a maximum of 10 Mbps), which is equal to the line rate of the 10Base-T interface; and (b) the 100 Mbps Ethernet (Fast Ethernet) service provides a physical IEEE-compliant 100Base-TX (twisted pair), RJ-45 interface to the Customer. Transmission speed is available at a maximum of 100 Mbps, which is equal to the line rate of the 100Base-TX interface; and (2) 1000 Mbps Ethernet – Gigabit Ethernet where the 1000 Mbps Ethernet (Gigabit Ethernet) Service provides an IEEE-compliant physical interface of either 1000Base-SX (multimode fiber), or 1000Base-LX (single mode fiber) interface to the Customer.

Enterprise Switched Native LAN (SNLAN) Service

The Enterprise Switched Native LAN (“SNLAN”) service will provide a switched Ethernet network that utilizes new Layer 2 Ethernet switch equipment. The general architecture consists of a centralized Ethernet switch deployed in the TWTC Central Office (“CO”) with smaller Ethernet switches deployed on the Customer premises from which End User Ethernet ports are sold to the Customer. The Customer location switches and the CO Ethernet switch are interconnected in a ring topology, using fiber Gigabit Ethernet links.

The Ethernet switches will serve to aggregate incremental bandwidth SNLAN customers onto the high-speed, Gigabit Ethernet transport back to the various customer destination locations. The SNLAN Central Office Switch will be the larger switch deployed in the TWTC CO and will provide the backbone to the SNLAN Metro Ethernet services. The TWTC SNLAN application is deployed as a Layer 2 data service.

Individual Tag Service Option:

With Individual Tag Service, the Customer pays per tag for each of the tags that it wishes to transport across the network. Specific VLAN tag numbers are available to Customers on a first-come, first-served basis.

Unlimited Tag Service Option:

The Unlimited Tag Service (“UTS”) Option allows a Customer to transport as many VLAN tags and any VLAN tag numbers desired across TWTC’s Network. For this Service, TWTC enables a capability in TWTC’s Network that makes Customer tags transparent to TWTC’s Network. Consequently, the Customer does not need to contact TWTC to determine tag availability, order the tags, or to have them provisioned. The UTS NLAN features are as follows:

- Only available where the enabling application is available in TWTC’s Network to make all Customer tags transparent to the TWTC SNLAN network.
- Customer may pass an Unlimited number of tags across TWTC’s Network.
- Customer is not required to request the availability of specific tags numbers from TWTC.
- Customer is not required to order these tags.
- There is no charge to the Customer for this Service.

Features

- Any-to-any connectivity.
- Shared infrastructure in which multiple Customers traverse the same links.
- TWTC securely differentiates Customer traffic on the shared infrastructure through unique logical connections for each Customer.
- Metro Area Solution.
- Various bandwidth increments of Enterprise SNLAN Service are offered over 10M, 100M, 1000M End User Ethernet ports.

- Port and Bandwidth based pricing.
- Scalable bandwidth from 10M to 1000M as customer needs.
- Full-duplex service.
- Gigabit Ethernet ring topology (No SONET Layer).
- Rapid spanning tree network restoration protocol (Sub-second convergence time).
- Virtual separation between Customer traffic streams (802.1q VLAN tagging).
- Enterprise SNLAN will carry both Customer tagged and untagged traffic.
- Customer tagged and untagged traffic transported to all Customer End User Ethernet ports.
- Customer pays per tag charge for ITS and no charge for UTS.
- Oversubscribed network bandwidth (Max 4:1 Over-subscription).
- Best-effort (no QoS/CoS) data service.

Elite Native LAN (Point-to-Point Configuration)

The Elite NLAN product (point-to-point configuration) offers a competitive Metro area Ethernet network solution to TWTC On-Net Customers. The Service provides the customer with a dedicated point-to-point SONET-protected transport solution between its locations via TWTC's Next Generation SONET equipment. The offered Ethernet Services consist of 10 Mbps, 100 Mbps, 600 Mbps (GigE port but with a limited bandwidth of 600M), and 1000 Mbps (GigE) bandwidth increments. These Services are offered directly to the Customer utilizing TWTC's existing fiber infrastructure to provide Ethernet LAN-to-LAN connectivity over the metro area.

Features:

- Elite Native Ethernet LAN Service offered from port sizes of (10Mbps, 100Mbps, 1000bps)
- Dedicated Point-to-Point connectivity and bandwidth between two Customer locations
- Customer has access to full bandwidth of the port (no bandwidth increments)
- Full-duplex services
- SONET-Protected service (hybrid SONET platform)
- Tagged or untagged Customer Ethernet traffic
- Both ITS and UTS are available.

Elite Native LAN (Point-to-MultiPoint Configuration)

The Elite NLAN Service (point-to-multipoint configuration) is designed as an Ethernet over Sonet-based Hub-and-Spoke Service. This Service is positioned as a premium multi-location Ethernet data Service for those Customers requiring a high level of reliability and protection of their mission critical data (see TWTC's MultiPoint NLAN service for the standard multi-location NLAN solution).

The Service connects multiple Customer remote locations to Ethernet ports and homes these connections back to a single Customer hub site Ethernet port. Each remote location to Hub site connection is a point-to-point SONET connection, which is sized to accommodate the full line rate of the Ethernet Service that is purchased. Since these Ethernet connects are SONET-based, they retain the redundancy and high reliability (automatic protection switching) that is characteristic of SONET.

Features:

- Elite Native LAN Service is offered from Ethernet port sizes of (10Mbps, 100Mbps, 1000M (600Mbps) in Point-to-MultiPoint configuration
- Dedicated Point-to-Point SONET connection between Customer Remote and Hub locations
- Customer purchases and has access to full bandwidth of the port (no bandwidth increments)
- Full-duplex service
- SONET Protected service
- No oversubscription of bandwidth on hub-to-spoke connections
- Hub site port bandwidth may/may not be oversubscribed at this port. It depends on the configuration.

Elite Native LAN (Multipoint Configuration)

The Elite NLAN Service (multipoint configuration) provides a private metro “LAN” Ethernet Network, allowing the Customer to share bandwidth between multiple Customer Ethernet locations over a metropolitan area.

This Service is positioned as a NLAN multi-location Ethernet data Service for those Customers requiring up to SONET-level of reliability and that allows a level of oversubscription of their data across the network. The Service connects a dedicated channel of bandwidth to a single Customer that is shared among that Customer’s multiple locations. These multiple locations can exchange traffic via the shared pipe as required by the Customer. For example, any port could send information to any other port (Any-to-Any connectivity) or multiple ports could each send all their traffic to a single port.

Features:

- Elite Native LAN Service offered from port sizes of (10Mbps, 100Mbps, 1000M (600Mbps) in multi-Point configuration.
- Allows the customer Any-to-Any Ethernet connectivity across the metro area.
- Customer purchases and has access to full bandwidth of the port.
- Max bandwidth in Multipoint Configuration is 600M.
- Full-duplex service.
- Channel of bandwidth dedicated to the Customer.
- Customer Ethernet traffic may be Untagged or Tagged.
- Both ITS and UTS are available.

Dependent on the equipment and cards deployed.

NLAN Service Level Agreement

TWTC's Enterprise Switched Native LAN Services will be available at least 99.99% of the time in a thirty day calendar month. In the event of a Service Outage or failure to meet a service level objective, TWTC will issue credits as follows:

Per Service Outage	Percentage Credit
Under 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

TWTC's On-Net Elite NLAN Services will be available to Customers at least 99.999% of the time in a thirty day calendar month:

Per Service Outage	Percentage Credit
Under 1 minute (99.999% availability)	No Credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

Native LAN Product Portfolio Metro Ethernet Pricing

(Prices are per Service per ONE PORT)

(ONE PORT Required for each location where NLAN service is offered)

ONePORT - Optical Network Ethernet Port

Port Speed	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
10/100	\$262	\$236	\$222	\$210
1000	\$564	\$508	\$480	\$451

Elite NLAN Pricing

Mbps	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
10	\$403	\$484	\$469	\$445	\$387
100	\$403	\$1,161	\$1,126	\$1,068	\$929
600	\$403	\$2,257	\$2,189	\$2,076	\$1,806
1000	\$403	\$2,821	\$2,737	\$2,595	\$2,257

Enterprise SNLAN Pricing

Mbps	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
10	\$403	\$363	\$352	\$319	\$290
15	\$403	\$390	\$378	\$343	\$312
20	\$403	\$417	\$405	\$367	\$334
25	\$403	\$443	\$430	\$390	\$355
30	\$403	\$471	\$456	\$414	\$376
35	\$403	\$497	\$483	\$438	\$398
40	\$403	\$524	\$509	\$461	\$419
45	\$403	\$551	\$534	\$485	\$441
50	\$403	\$578	\$561	\$509	\$463
55	\$403	\$605	\$587	\$532	\$484
60	\$403	\$632	\$613	\$556	\$505
65	\$403	\$659	\$639	\$580	\$527
70	\$403	\$685	\$665	\$603	\$548
75	\$403	\$713	\$691	\$627	\$570
80	\$403	\$739	\$717	\$650	\$592
85	\$403	\$766	\$743	\$674	\$613
90	\$403	\$793	\$769	\$698	\$634
95	\$403	\$820	\$796	\$721	\$656
100	\$403	\$846	\$821	\$745	\$677

Enterprise SNLAN Pricing

Mbps	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
150	\$403	\$896	\$869	\$788	\$717
200	\$403	\$945	\$917	\$832	\$756
250	\$403	\$995	\$965	\$875	\$796
300	\$403	\$1,044	\$1,012	\$919	\$835
350	\$403	\$1,093	\$1,060	\$962	\$875
400	\$403	\$1,142	\$1,108	\$1,005	\$914
450	\$403	\$1,191	\$1,156	\$1,049	\$954
500	\$403	\$1,241	\$1,203	\$1,092	\$993
550	\$403	\$1,290	\$1,251	\$1,135	\$1,032
600	\$403	\$1,340	\$1,299	\$1,178	\$1,071
650	\$403	\$1,389	\$1,347	\$1,222	\$1,111
700	\$403	\$1,438	\$1,394	\$1,265	\$1,150
750	\$403	\$1,487	\$1,443	\$1,309	\$1,190
800	\$403	\$1,536	\$1,490	\$1,352	\$1,229
850	\$403	\$1,585	\$1,538	\$1,395	\$1,269
900	\$403	\$1,635	\$1,585	\$1,439	\$1,308
950	\$403	\$1,684	\$1,634	\$1,482	\$1,348
1000	\$403	\$1,733	\$1,681	\$1,525	\$1,386

VLAN Tag Pricing

	NRC	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
Each	\$19.95	\$14.96	\$14.96	\$14.96	\$14.96

The Extended NLAN (“ENLAN”) Service is an interstate/intrastate Ethernet Service that provides a managed end-to-end solution for Customer. ENLAN is offered over the TWTC IP Backbone, encapsulating Customer traffic using layer 2 tunnels as a best effort service. To transport Ethernet frames across the IP Backbone, an Ethernet connection will be made between the NLAN Central Office Ethernet switch and an aggregation router on the Internet infrastructure. The IP ingress point is responsible for encapsulating Ethernet frames into a layer 2 logical frame.

ENLAN can be divided into two types of service:

- **Point-to-Point ENLAN (PTP)**

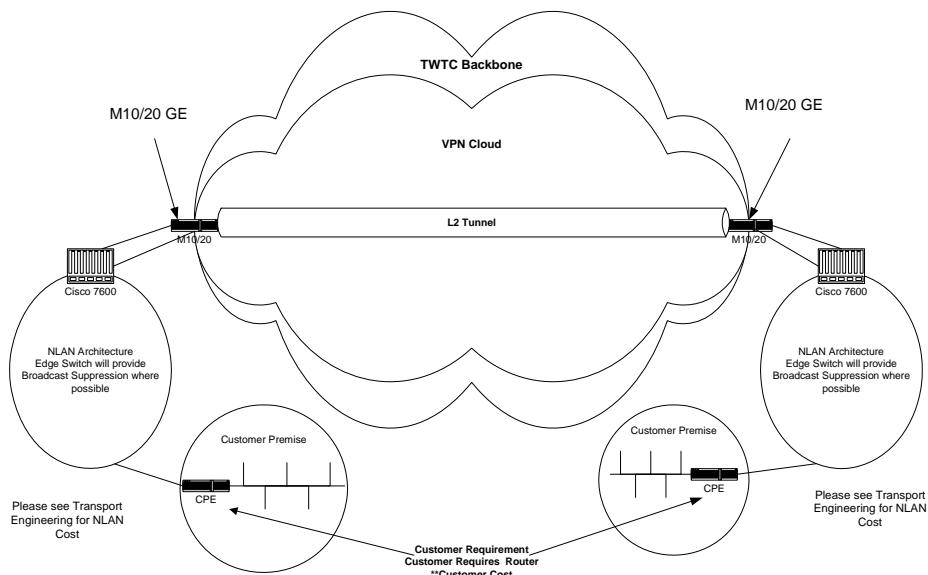
PTP ENLAN reflects the long-haul connectivity between two TWTC markets. As such, the PTP NLAN connection would extend from the IP POP in TWTC City A to the IP POP in TWTC City B. Local Ethernet connectivity is still required to connect the customer location in each city to the IP POP in each city.

- **Multipoint ENLAN (MP)**

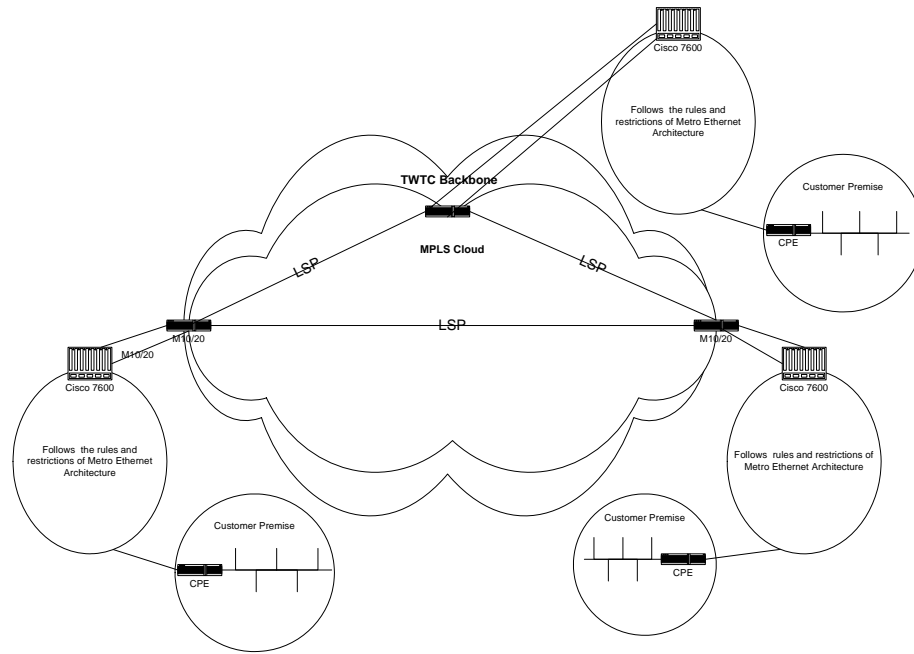
MP ENLAN reflects the long-haul connectivity between more than two TWTC markets. As such, the NLAN connection would extend between the IP POPs from three or more TWTC Cities. Local Ethernet connectivity is still required to connect the customer location in each city to the IP POP in each city.

There are two levels of ENLAN service for PTP: Enhanced and Basic. Both of these services are offered in a redundant manner. Redundant offering means that an IP Backbone Service Outage would result in packets being rerouted over an alternate path. The enhanced service offering means that Customer's traffic is sent with a higher Class of Service from Provider Edge (“PE”) to PE. The basic service offering means that Customer will not receive a premium class of service in the event its traffic needs to be re-routed. Metro NLAN is required on each end of ENLAN and is priced separate from the ENLAN Service.

Point-Point ENLAN Service Solution



Multipoint ENLAN Service Solution



ENLAN Service Level Agreement

TWTC's ENLAN Services will be available at least 99.99% of the time in a calendar month ("Network Availability"). Upon request, Customer will receive a Service Outage credit for TWTC's failure to meet the Network Availability standard. The Service Outage credit is based upon a percentage of Customer's MRC associated with the non-performing Service as follows:

Per Service Outage	Percentage Credit
Under 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

Network Latency

TWTC's ENLAN Services will have an average round-trip transmission of 50 milliseconds or less between TWTC-designated regional route servers in the forty-eight contiguous United States. At Customer's request to the CNRC, TWTC will calculate Latency as determined by averaging sample measurements taken during the most recent full calendar month between TWTC-designated regional route servers.

Upon request, Customer will receive Service Outage credit for TWTC's failure to meet the Network latency standard stated above. The Service Outage credit is based upon a percentage of Customer's MRC associated with the non-performing Service as follows:

Per Service Outage	Percentage Credit
0.00 to 50.00 milliseconds ("ms")	No Credit
50.01 to 60.00 ms	5% of the MRC
60.01 to 65.00 ms	10% of the MRC
65.01 to 70.00 ms	15% of the MRC
70.01 to 75.00 ms	20% of the MRC
75.01 to 80.00 ms	35% of the MRC
80.01 ms or greater	50% of the MRC

Latency numbers are based on IP POP to IP POP and exclude Customer host to host latency readings. Optimum TCP throughput may require adjustments to the default TCP stack settings.

Packet Delivery

TWTC's ENLAN Services will have a packet delivery of 99.5% or greater between TWTC-designated regional route servers in the forty-eight contiguous United States. Packet Delivery is determined by averaging sample measurements taken during the most recent full calendar month between TWTC-designated regional route servers. At Customer's request to TWTC's CNRC, TWTC will calculate Packet Delivery.

Upon request, Customer will receive a Service Outage credit for TWTC's failure to meet the packet delivery standard stated above. The Service Outage credit is based upon a percentage of Customer's MRC associated with the non-performing Service as follows:

Per Service Outage	Percentage Credit
99.5% or greater	No Credit
99% to 99.4%	5% of the MRC
98% to 98.9%	10% of the MRC
97% to 97.9%	15% of the MRC
96% to 96.9%	20% of the MRC
95% to 95.9%	35% of the MRC
Less than 95%	50% of the MRC

Additional Terms Applicable to ENLAN Service Level Agreement

Failures to meet the performance objectives herein do not include outages and failures caused by the failure of elements of the IP Backbone outside of **tw telecom's** control. TWTC's monthly network latency averages and packet delivery averages can be viewed at the following web address: <http://www.twtelecom.com/performance>

**Extended Native LAN Product Portfolio Pricing
(Per Location)**

Mbps	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
2 Mbps	\$567	\$455	\$426	\$397
4 Mbps	\$587	\$470	\$440	\$411
6 Mbps	\$606	\$485	\$455	\$425
8 Mbps	\$625	\$501	\$469	\$438
10 Mbps	\$645	\$516	\$484	\$451
15 Mbps	\$706	\$565	\$530	\$494
20 Mbps	\$767	\$613	\$576	\$537
25 Mbps	\$828	\$663	\$621	\$580
30 Mbps	\$889	\$711	\$667	\$622
35 Mbps	\$950	\$760	\$713	\$665
40 Mbps	\$1,011	\$808	\$758	\$708
45 Mbps	\$1,071	\$858	\$804	\$750
50 Mbps	\$1,132	\$906	\$850	\$793
55 Mbps	\$1,193	\$954	\$895	\$835
60 Mbps	\$1,254	\$1,004	\$941	\$878
65 Mbps	\$1,315	\$1,052	\$987	\$921
70 Mbps	\$1,376	\$1,101	\$1,032	\$963
75 Mbps	\$1,437	\$1,149	\$1,078	\$1,006
80 Mbps	\$1,498	\$1,199	\$1,124	\$1,049
85 Mbps	\$1,559	\$1,247	\$1,169	\$1,091
90 Mbps	\$1,619	\$1,296	\$1,215	\$1,134
95 Mbps	\$1,681	\$1,344	\$1,261	\$1,177
100 Mbps	\$1,741	\$1,393	\$1,306	\$1,219
125 Mbps	\$1,984	\$1,587	\$1,488	\$1,389
150 Mbps	\$2,227	\$1,781	\$1,670	\$1,559
175 Mbps	\$2,470	\$1,976	\$1,852	\$1,729
200 Mbps	\$2,712	\$2,170	\$2,034	\$1,899
225 Mbps	\$2,955	\$2,364	\$2,217	\$2,068
250 Mbps	\$3,198	\$2,558	\$2,398	\$2,238
275 Mbps	\$3,440	\$2,753	\$2,580	\$2,408
300 Mbps	\$3,683	\$2,947	\$2,762	\$2,579
325 Mbps	\$3,925	\$3,140	\$2,944	\$2,748
350 Mbps	\$4,169	\$3,335	\$3,127	\$2,918
375 Mbps	\$4,411	\$3,529	\$3,309	\$3,088
400 Mbps	\$4,654	\$3,723	\$3,490	\$3,258
425 Mbps	\$4,897	\$3,917	\$3,672	\$3,428
450 Mbps	\$5,139	\$4,112	\$3,855	\$3,597
475 Mbps	\$5,382	\$4,306	\$4,037	\$3,767
500 Mbps	\$5,625	\$4,500	\$4,219	\$3,938

Mbps	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
525 Mbps	\$5,867	\$4,694	\$4,401	\$4,108
550 Mbps	\$6,110	\$4,888	\$4,582	\$4,277
575 Mbps	\$6,353	\$5,082	\$4,765	\$4,447
600 Mbps	\$6,596	\$5,276	\$4,947	\$4,617
625 Mbps	\$6,838	\$5,471	\$5,129	\$4,787
650 Mbps	\$7,081	\$5,665	\$5,311	\$4,957
675 Mbps	\$7,324	\$5,859	\$5,493	\$5,126
700 Mbps	\$7,566	\$6,053	\$5,675	\$5,297
725 Mbps	\$7,809	\$6,248	\$5,857	\$5,467
750 Mbps	\$8,052	\$6,442	\$6,039	\$5,637
775 Mbps	\$8,294	\$6,635	\$6,221	\$5,806
800 Mbps	\$8,538	\$6,830	\$6,403	\$5,976
825 Mbps	\$8,780	\$7,024	\$6,585	\$6,146
850 Mbps	\$9,023	\$7,218	\$6,767	\$6,316
875 Mbps	\$9,265	\$7,412	\$6,949	\$6,486
900 Mbps	\$9,508	\$7,607	\$7,131	\$6,656
925 Mbps	\$9,751	\$7,801	\$7,313	\$6,826
950 Mbps	\$9,993	\$7,995	\$7,495	\$6,996
975 Mbps	\$10,236	\$8,189	\$7,678	\$7,166
1,000 Mbps	\$10,479	\$8,383	\$7,859	\$7,335

For select inter-market spans, customers have the additional choices of **Regional NLAN (formerly known as Ethernet Long Haul)**, **Long Haul TDM Transport**, or **Long Haul Wavelength** services.

Each is a dedicated, non-oversubscribed service, so each is ideal for even the most demanding VOIP, Video, Collaboration, or Storage applications.

Each service is a single point-to-point connection between two markets. No aggregation or switching is available. Each connection consists of a local segment in each market and a long haul segment between the markets. The inter-market portion of each service is a dedicated private line, with no sharing of traffic. The local portions of each service are also dedicated private lines.¹ These private line-based services are agnostic to higher layer protocols and can therefore support customers' VLAN tagging and other customer-implemented protocols. Each of these services provided the following benefits:

- ✓ Fast, easy and reliable connectivity.
- ✓ Each service is dedicated - there is no traffic contention; latency and jitter are minimized.
- ✓ Each is capable of transporting virtually any higher-layer traffic; they pass the customer's CoS/QoS markings and VLAN tag assignments, and can pass jumbo frames.
- ✓ Each service is fiber based, fully managed, and monitored 24x7.
- ✓ **tw telecom** deploys, owns, and manages the equipment in each location for the best possible service.

The **Regional NLAN** service, in addition to the above benefits, offers the additional advantage of standard Ethernet interfaces.

- Customers get the lower equipment cost and easy installation of familiar, IEEE-standard 10M, 100M and 1000M Ethernet interfaces, with no need to convert protocols.
- Ethernet Long Haul extends a LAN between markets in an ultra-secure, low-latency, dedicated channel, all while maintaining the advantages of pure Ethernet.
- Ethernet Long Haul uses IEEE-standard 802.3 interfaces of 100M, 1G, or 10G.

Capacities and Interfaces:

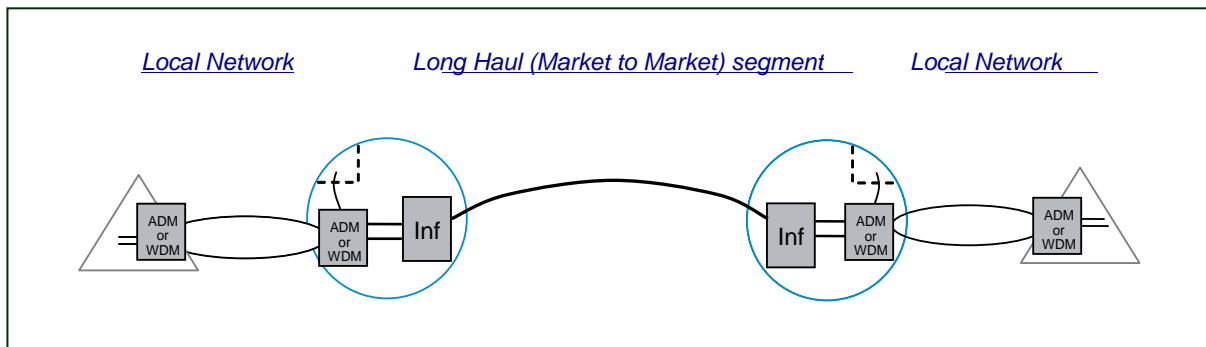
Service	Available Capacities	Interfaces
Regional NLAN	50Mbps	100Mbps; RJ-45 Jack
	150Mbps, 600Mbps, 1Gpbs	1Gbps; SM or MM at FDP
	10Gbps LAN-Phy	10Gbps; SM or MM at FDP
TDM Transport	DS3	DS3; RJ-45 Jack
	OC3, OC12	OC3 or OC12; SM or MM at FDP
Wavelength Services	2.5G, 10G WAN-Phy	2.5G or 10G; SM or MM at FDP

¹ The local services portions are only dedicated private lines. Planned future development will create a customer-orderable option for switched/shared service.

Architecture:

In the select regional networks where Regional NLAN, TDM and Wavelength services are offered, **tw telecom's network architecture** consists of Long Haul Optical Multiplexers ("OTOs") and Infinera Dense Wave Division Multiplexing (DWDM) equipment with a total capacity of 400Gpbs. The OTO is the gateway to between the regional long haul network and metro networks. Over this architecture, **tw telecom** offers Regional NLAN services at speeds of 50Mbps, 150Mbps, 600Mbps, and 1Gbps Ethernet, as well as Long TDM services at DS3, OC3 and OC12 capacities. Additionally, **tw telecom** provides customers with 2.5G wave, OC192, and 10GE services by directly connecting to the Infinera equipment without deploying the OTO architecture.

As an end-to-end system, the optical equipment connects metro networks in the markets, which include multifunction SONET/Ethernet Add/Drop Multiplexing equipment or WDM equipment.

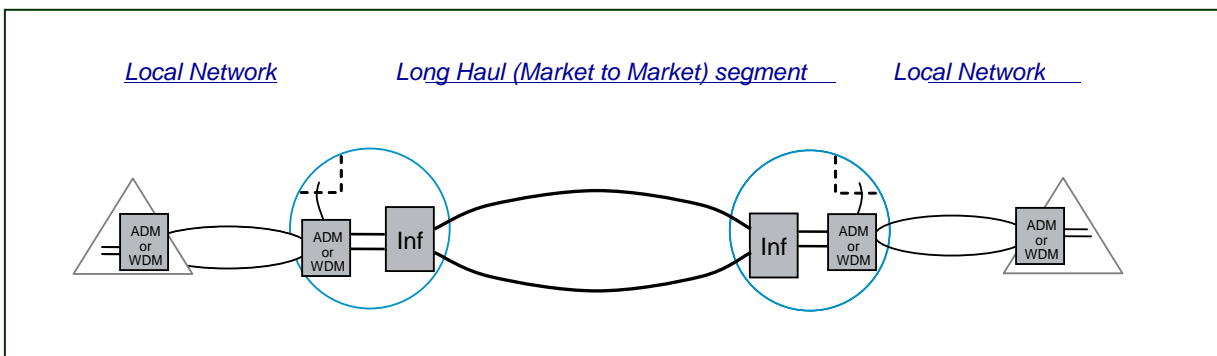


Each service has a 2-fiber interface at the terminating locations. The local networks are on SONET rings which may be collapsed or diverse, depending on location. Long Haul spans are linear/unprotected.

Protection Options

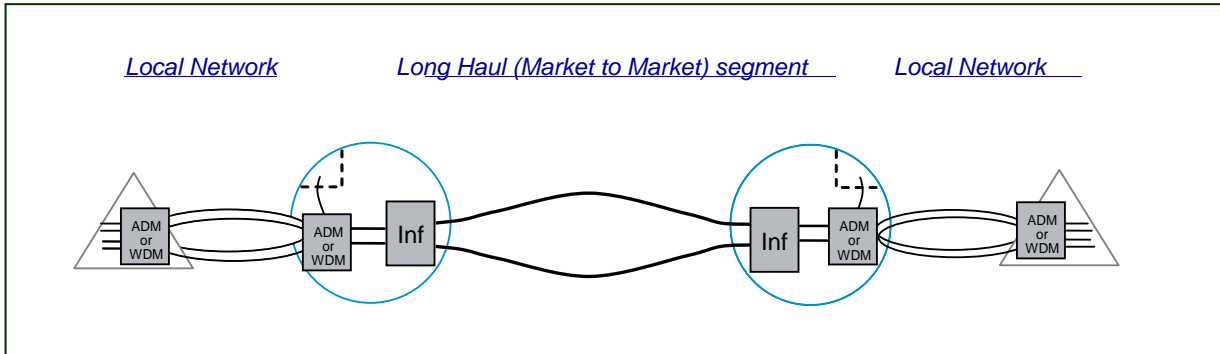
1. Optional Network Protection:

Optional Network Protection is currently available on Texas and North Carolina spans only. Each service has a 2-fiber interface at the terminating locations. Local networks are on SONET rings which may be collapsed or diverse, depending on location. Long Haul spans are protected, with automatic protection switching done via **tw telecom's** local network).



2. Redundant Circuit with Diversity:

Redundant circuits are currently available on Texas and North Carolina spans only. Redundant circuits are two circuits, each with a 2-fiber interface on a separate interface card. Unlike a quantity of two, the “redundant circuits” option guarantees that each circuit’s network path is diversely routed from the other. No protection switching applies. The customer receives two distinct paths, each of which can pass live traffic. A failure of one path does not affect the second path. Pricing for the “Redundant with Diversity” option is 200% of the default linear/unprotected option.



Restrictions:

Regional NLAN is currently available to only **tw telecom** on-net buildings that are served by next generation ADMs or WDM equipment. For off-net buildings, or those without appropriate equipment, **tw telecom** must build to the location and/or deploy new equipment for which additional charges may apply².

Long Haul TDM Transport and **Wavelength services** are generally available for on-net buildings, and may be offered to off-net buildings using purchased local infrastructure for which additional charges will apply.

² In most cases, new equipment deployment does not require additional charges.

Service Level Agreements

1. Regional NLAN (formerly Ethernet Long Haul)

Network Availability

tw telecom ("TWTC") On-net, dedicated, DS-n, SONET OC-n, Optical Wavelength Transport Services ("Transport Services") and Regional NLAN (formerly Ethernet Long Haul) Services will be available to Customer at least 99.99% of the time in a calendar month ("Network Availability"), or Customer will receive Service Outage credits per the definitions and table below. Customer shall report Service Outages by contacting TWTC's Customer and Network Reliability Center at 1-800-829-0420 ("CNRC"). TWTC will open a trouble ticket and provide a trouble ticket number for tracking purposes. For the purposes of determining the applicable credit, a Service Outage begins when the trouble ticket is opened and closes when the Service is properly restored.

A service outage causing Network non-availability is defined as the inability to transmit and receive data via the Ethernet Long Haul Service due to TWTC's equipment or network ("Service Outage"). Service Outages do not include outages caused by the acts, omissions or equipment of Customer or its end users, Force Majeure events (as defined in the Standard Terms and Conditions), outages occurring during scheduled or emergency maintenance, or the time during which TWTC is not allowed access to premises necessary to restore the Service. Standard maintenance windows are based on the time zone of a city's location and are available at the following website:
<http://info.twtelecom.net/info.php?id=1>.

Credits are based upon a percentage of the MRC for the non-performing Regional NLAN Service as follows:

Per Service Outage – Regional NLAN purchased with Network Protection Option	Percentage Credit
Under 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours up to 48 hours	50% of the MRC
48 hours or greater	100% of the MRC

Per Service Outage - Regional NLAN without Network Protection Option	Percentage Credit
5 minutes or greater	1/1440 of the applicable MRC for each 30 minutes of the Service Outage

Credits are based upon a percentage of the MRC for the non-performing Transport Service as follows:

Per Service Outage	Percentage Credit
Under 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

General Terms Applicable to Service Level Agreement

The remedies set forth in this service level agreement and in the Standard Terms and Conditions executed by Customer (incorporated by this reference) constitute Customer's sole and exclusive remedy if there are Service Outages and/or failures to meet the performance objectives identified in this service level agreement. Credits issued during any calendar month, for any reason(s), will not exceed the MRC associated with the troubled Service.



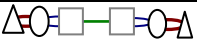
Pricing: TDM Long Haul and Ethernet Long Haul for select Inter City Pairs

Prices are end-to-end and all-inclusive. Each combination of cities has been specially priced to be economical, saleable, and more competitive than services with expensive mesh capabilities.

City Pair Group A Spans:

LA/Ontario/Orange County	to	Las Vegas
LA/Ontario/Orange County	to	Oakland / San Francisco
LA/Ontario/Orange County	to	San Diego
Las Vegas	to	LA/Ontario/Orange County
Las Vegas	to	Oakland / San Francisco
Las Vegas	to	Phoenix
Las Vegas	to	Tucson
Oakland / San Francisco	to	LA/Ontario/Orange County
Oakland / San Francisco	to	Las Vegas
Oakland / San Francisco	to	Portland
Oakland / San Francisco	to	Sacramento
Phoenix	to	Las Vegas
Phoenix	to	Tucson
Portland	to	Oakland / San Francisco
Portland	to	Seattle
Sacramento	to	Oakland / San Francisco
San Diego	to	LA/Ontario/Orange County
Seattle	to	Portland
Tucson	to	Las Vegas
Tucson	to	Phoenix

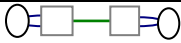


2-Fiber Interface, Linear Unprotected, City Pair Group A Rates:

Service Type	Non-Recurring Charges									
		<u>RECURRING CHARGES</u> <u>POP/LSO/CH-to-POP/LSO/CH</u>			<u>RECURRING CHARGES</u> <u>POP/LSO/CH-to-Prem</u>			<u>RECURRING CHARGES</u> <u>Prem-to-Prem</u>		
		All Terms	1yr	2yr	3yr	1yr	2yr	3yr	1yr	2yr
OC-3	\$750	\$1,206	\$1,143	\$1,052	\$1,840	\$1,750	\$1,600	\$2,350	\$2,230	\$2,040
150M Ethernet	\$750	\$1,260	\$1,197	\$1,097	\$1,970	\$1,870	\$1,710	\$2,550	\$2,420	\$2,220
OC-12 2-fiber	\$750	\$3,174	\$3,020	\$2,766	\$5,050	\$4,800	\$4,390	\$6,600	\$6,270	\$5,740
600M Ethernet	\$750	\$3,264	\$3,101	\$2,838	\$5,300	\$5,040	\$4,610	\$7,000	\$6,650	\$6,090
1G Ethernet	\$750	\$3,990	\$3,790	\$3,473	\$6,500	\$6,180	\$5,660	\$8,600	\$8,170	\$7,480
2.5G, Wavelength	\$750	\$6,348	\$6,030	\$5,522	\$8,900	\$8,460	\$7,740	\$10,800	\$10,260	\$9,400
10G wave or Ethernet	\$750	\$9,286	\$8,823	\$8,080	\$14,290	\$13,580	\$12,430	\$18,340	\$17,420	\$15,960

City Pair Group B Spans:

Bakersfield	to	LA/Ontario/Orange County	Austin	to	Dallas/Ft. Worth
Bakersfield	to	Oakland / San Francisco	Austin	to	Houston/Bryan
Fresno	to	LA/Ontario/Orange County	Austin	to	San Antonio
Fresno	to	Oakland / San Francisco	Charlotte	to	Greensboro
LA/Ontario/Orange County	to	Bakersfield	Charlotte	to	Raleigh/Durham
LA/Ontario/Orange County	to	Fresno	Dallas/Ft. Worth	to	Austin
LA/Ontario/Orange County	to	Phoenix	Dallas/Ft. Worth	to	Houston/Bryan
LA/Ontario/Orange County	to	Portland	Dallas/Ft. Worth	to	San Antonio
LA/Ontario/Orange County	to	Sacramento	Houston/Bryan	to	Austin
LA/Ontario/Orange County	to	Seattle	Houston/Bryan	to	Dallas/Ft. Worth
LA/Ontario/Orange County	to	Tucson	Houston/Bryan	to	San Antonio
Las Vegas	to	Portland	San Antonio	to	Austin
Las Vegas	to	Sacramento	San Antonio	to	Dallas/Ft. Worth
Las Vegas	to	San Diego	San Antonio	to	Houston/Bryan
Las Vegas	to	Seattle	Greensboro	to	Charlotte
Oakland / San Francisco	to	Bakersfield	Greensboro	to	Raleigh/Durham
Oakland / San Francisco	to	Fresno	Raleigh/Durham	to	Charlotte
Oakland / San Francisco	to	Phoenix	Raleigh/Durham	to	Greensboro
Oakland / San Francisco	to	San Diego	Sacramento	to	LA/Ontario/Orange County
Oakland / San Francisco	to	Seattle	Sacramento	to	Las Vegas
Phoenix	to	LA/Ontario/Orange County	Sacramento	to	Portland
Phoenix	to	Oakland / San Francisco	Sacramento	to	Seattle
Phoenix	to	Portland	San Diego	to	Las Vegas
Phoenix	to	San Diego	San Diego	to	Oakland / San Francisco
Phoenix	to	Seattle	San Diego	to	Phoenix
Portland	to	LA/Ontario/Orange County	San Diego	to	Tucson
Portland	to	Las Vegas	Seattle	to	LA/Ontario/Orange County
Portland	to	Phoenix	Seattle	to	Las Vegas
Portland	to	Sacramento	Seattle	to	Oakland / San Francisco
Tucson	to	LA/Ontario/Orange County	Seattle	to	Phoenix
Tucson	to	San Diego	Seattle	to	Sacramento




2-Fiber Interface, Linear Unprotected, City Pair Group B Rates:

Service Type	Non-Recurring Charges									
		RECURRING CHARGES POP/LSO/CH-to-POP/LSO/CH			RECURRING CHARGES POP/LSO/CH-to-Prem			RECURRING CHARGES Prem-to-Prem		
		All Terms	1yr	2yr	3yr	1yr	2yr	3yr	1yr	2yr
OC-3	\$750	\$1,378	\$1,306	\$1,197	\$1,841	\$1,750	\$1,605	\$2,303	\$2,185	\$2,004
150M Ethernet	\$750	\$1,433	\$1,360	\$1,242	\$1,959	\$1,859	\$1,705	\$2,485	\$2,358	\$2,158
OC-12 2-fiber	\$750	\$3,491	\$3,319	\$3,038	\$4,897	\$4,652	\$4,262	\$6,302	\$5,985	\$5,486
600M Ethernet	\$750	\$3,582	\$3,401	\$3,119	\$5,123	\$4,870	\$4,461	\$6,665	\$6,329	\$5,794
1G Ethernet	\$750	\$4,625	\$4,398	\$4,026	\$6,529	\$6,203	\$5,677	\$8,433	\$8,016	\$7,336
2.5G, Wavelength	\$750	\$7,164	\$6,810	\$6,230	\$8,887	\$8,442	\$7,735	\$10,610	\$10,084	\$9,231
10G wave or Ethernet	\$750	\$10,338	\$9,821	\$8,995	\$14,010	\$13,312	\$12,187	\$17,683	\$16,803	\$15,388

City Pair Group C Spans:

Bakersfield	to	Fresno	Portland	to	Fresno
Bakersfield	to	Las Vegas	Portland	to	San Diego
Bakersfield	to	Phoenix	Portland	to	Tucson
Bakersfield	to	Portland	Sacramento	to	Bakersfield
Bakersfield	to	Sacramento	Sacramento	to	Fresno
Bakersfield	to	San Diego	Sacramento	to	Phoenix
Bakersfield	to	Seattle	Sacramento	to	San Diego
Bakersfield	to	Tucson	Sacramento	to	Tucson
Fresno	to	Bakersfield	San Diego	to	Bakersfield
Fresno	to	Las Vegas	San Diego	to	Fresno
Fresno	to	Phoenix	San Diego	to	Portland
Fresno	to	Portland	San Diego	to	Sacramento
Fresno	to	Sacramento	San Diego	to	Seattle
Fresno	to	San Diego	Seattle	to	Bakersfield
Fresno	to	Seattle	Seattle	to	Fresno
Fresno	to	Tucson	Seattle	to	San Diego
Las Vegas	to	Bakersfield	Seattle	to	Tucson
Las Vegas	to	Fresno	Tucson	to	Bakersfield
Oakland / San Francisco	to	Tucson	Tucson	to	Fresno
Phoenix	to	Bakersfield	Tucson	to	Oakland / San Francisco
Phoenix	to	Fresno	Tucson	to	Portland
Phoenix	to	Sacramento	Tucson	to	Sacramento
Portland	to	Bakersfield	Tucson	to	Seattle



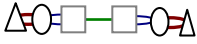
2-Fiber Interface, Linear Unprotected, City Pair Group C Rates:

Service Type	Non-Recurring Charges									
		RECURRING CHARGES POP/LSO/CH-to-POP/LSO/CH			RECURRING CHARGES POP/LSO/CH-to-Prem			RECURRING CHARGES Prem-to-Prem		
		All Terms	1yr	2yr	3yr	1yr	2yr	3yr	1yr	2yr
OC-3	\$750	\$1,819	\$1,732	\$1,587	\$2,282	\$2,167	\$1,986	\$2,744	\$2,603	\$2,385
150M Ethernet	\$750	\$1,873	\$1,777	\$1,632	\$2,399	\$2,276	\$2,086	\$2,925	\$2,775	\$2,548
OC-12 2-fiber	\$750	\$4,266	\$4,053	\$3,709	\$5,672	\$5,386	\$4,933	\$7,078	\$6,719	\$6,157
600M Ethernet	\$750	\$4,357	\$4,135	\$3,790	\$5,899	\$5,604	\$5,132	\$7,440	\$7,064	\$6,475
1G Ethernet	\$750	\$6,175	\$5,867	\$5,368	\$8,080	\$7,672	\$7,028	\$9,984	\$9,485	\$8,687
2.5G, Wavelength	\$750	\$9,367	\$8,896	\$8,152	\$11,090	\$10,537	\$9,648	\$12,813	\$12,169	\$11,145
10G wave or Ethernet	\$750	\$13,194	\$12,532	\$11,480	\$16,866	\$16,023	\$14,672	\$20,539	\$19,514	\$17,873

City Pair Group D Spans:

Austin	to	Dallas/Ft. Worth
Austin	to	Houston/Bryan
Austin	to	San Antonio
Dallas/Ft. Worth	to	Austin
Dallas/Ft. Worth	to	Houston/Bryan
Dallas/Ft. Worth	to	San Antonio
Houston/Bryan	to	Austin
Houston/Bryan	to	Dallas/Ft. Worth
Houston/Bryan	to	San Antonio
San Antonio	to	Austin
San Antonio	to	Dallas/Ft. Worth
San Antonio	to	Houston/Bryan
Charlotte	to	Greensboro
Charlotte	to	Raleigh/Durham
Greensboro	to	Charlotte
Greensboro	to	Raleigh/Durham
Raleigh/Durham	to	Charlotte
Raleigh/Durham	to	Greensboro

2-Fiber Interface, Linear Unprotected, City Pair Group D Rates:

Service Type	Non-Recurring Charges	 RECURRING CHARGES POP/LSO/CH-to-POP/LSO/CH			 RECURRING CHARGES POP/LSO/CH-to-Prem			 RECURRING CHARGES Prem-to-Prem		
		All Terms	1yr	2yr	3yr	1yr	2yr	3yr	1yr	2yr
OC-3	\$750	\$1,841	\$1,768	\$1,659	\$2,303	\$2,213	\$2,068	\$2,766	\$2,648	\$2,466
150M Ethernet	\$750	\$1,895	\$1,823	\$1,705	\$2,421	\$2,321	\$2,167	\$2,947	\$2,820	\$2,621
OC-12 2-fiber	\$750	\$4,307	\$4,135	\$3,854	\$5,713	\$5,468	\$5,078	\$7,118	\$6,801	\$6,302
600M Ethernet	\$750	\$4,398	\$4,217	\$3,936	\$5,940	\$5,686	\$5,278	\$7,481	\$7,146	\$6,611
1G Ethernet	\$750	\$6,266	\$6,039	\$5,668	\$8,170	\$7,844	\$7,318	\$10,075	\$9,657	\$8,977
2.5G, Wavelength	\$750	\$9,494	\$9,141	\$8,560	\$11,217	\$10,773	\$10,065	\$12,940	\$12,414	\$11,562
10G wave or Ethernet	\$750	\$13,357	\$12,840	\$12,015	\$17,030	\$16,331	\$15,207	\$20,702	\$19,823	\$18,408

Using the most current technology, DWDM (Dense Wave Division Multiplexing), **tw telecom** is able to transport native traffic, without any protocol translation to a customer's secure site miles away. **tw telecom** will monitor the link allowing your customer to spend their valuable time concentrating on their core business. Using multiple paths will ensure that the traffic gets to its destination every time.

The two flavors that Storage Transport uses is 100 Mbps (Fast Ethernet) or 1000 Mbps (GigE). The 100 Mbps will be used off of the Sonet infrastructure with the Cisco 454/327 equipment. The GigE will be using DWDM (Dense Wave Division Multiplexing) or CWDM (Coarse Wave Division Multiplexing). The three platforms will be LuxN, Ciena, or Nortel.

- **Fibre Channel** is the interconnect of choice for users that need high reliability, hot pluggability, improved connectivity, and the ability to send large volumes of data quickly over long distances. The Fibre Channel standard addresses the need for very fast transfers of large amounts of information. The fast (up to 1 Gbit/s) technology can be converted for Local Area Network technology by adding a switch specified in the Fibre Channel standard, which handles multipoint addressing. Another advantage of Fibre Channel is that it gives users one port that supports both channel and network interfaces, unburdening the computers from a large number of I/O ports. FC provides control and complete error checking over the link. (Fibre Industry Council)

Fibre Channel is the next storage interface. It has been adopted by the major computer systems and storage manufacturers as the next technology for enterprise storage. It eliminates distance, bandwidth, scalability, and reliability issues of SCSI.

Fibre Channel is the physical layer interface between hubs, switches, etc that communicate with Unix, NT, Sun etc. In dealing with IBM mainframes two other technologies exist: FICON and ESCON. FICON (Fiber Interconnect) rides on top of the Fibre Channel and is specific to IBM. This runs at 800 Mbps. ESCON, on the other hand, is not Fibre Channel at all. It has its own interface for IBM connection and runs at 17 Mbps. It is important to be able to have a piece of equipment that will handle all three technologies while allowing concurrent communications among workstations, mainframes, servers, data storage systems, and other peripherals using SCSI and IP protocols.

Fibre Channel provides powerful networking capabilities, allowing switches and hubs to enable the interconnection of systems and storage into tightly-knit clusters. These clusters will be capable of providing high levels of performance for file service, database management, or general purpose computing. Because it is able to span up to 10 kilometers between nodes, Fibre Channel will allow the very high speed movement of data between systems that are greatly separated from one another. These clusters will be capable of providing high levels of performance for file service, database management, or general purpose computing. Because it is able to span up to 10 kilometers between nodes, Fibre Channel will allow the very high-speed movement of data between systems that are greatly separated from one another.

Fibre Channel is attractive because it offers a standards-based solution. With the emphasis on open systems, end-users are shying away from proprietary solutions and vertically integrated, single provider solutions. Today, they are integrating the best industry offers into integrated, seamless systems. These new systems are being driven by the technology and marketing forces associated with client/server implementations. Fibre Channel is the only technology available with the reliability, responsiveness, scalability, high-throughput, and low-latency needed to meet the broad range of market and technology requirements.

- **ESCON (Enterprise System CONnection Architecture)** is an IBM system architecture introduced in 1992 to replace the old bus-and-tag copper cable. It allows for interconnections between S390 servers, ES/9000 and ES/3090 Systems, workstations, storage and other devices via optical fiber. ESCON defines the physical interface, as well as the logical interface along with its protocols required to govern the information transfer over the interface.

The physical interface is referred to as a channel path, which will provide a communication path between a channel and one or more control units. A channel path consists of a channel, possibly one or more dynamic switches, one or more control units and one or more optical fiber pair links.

Elements in an ESCON network can communicate directly but are typically connected via one or more ESCON directors, which are large switches for traffic between devices. An IBM ESCON Director Model 5 will support 24 to 248 ports in 8-port increments.

The data transfer rate is 200 Mbps with a maximum channel data rate of 17.6MB/sec at distances up to 9km (18.6 MB/sec @ 8 km). ESCON specifications allow for data transmission from an ESCON director up to 3km using 62.5u mm fiber or 2 km using 50u mm fiber. The maximum data rate will fall off before this distance is reached.

Currently, Enterprise customers that have IBM mainframes have been using a more archaic network architecture, which includes using channel extenders. In the old network a customer's equipment sends out an ESCON protocol that hits the channel extenders, which in turn converts the ESCON protocol to an OC3. It then travels the distance to where another extender translates it back to ESCON at the other mainframe. We eliminate the unnecessary channel extenders and deliver ESCON via DWDM.

ESCON Product Benefits:

Benefits for customer: Providing a native ESCON service on a Carrier platform eliminates unnecessary protocol translation, simplifies Enterprise network management, and increases data integrity and availability. ESCON is simply more economical.

Enterprise customers derive overall economic benefits from utilizing the Carrier's native ESCON service by eliminating capital expenditures on ESCON translation devices and reducing management expenses.

- **FICON**

A protocol that IBM has developed to bring ESCON into a larger bandwidth. FICON runs at 1.06 Gbps just like Fibre Channel. FICON Express is the FICON protocol transferring data at 2.0 Gbps.

FICON - IBM protocol FICON (for Fiber Connectivity) is a high-speed input/output (I/O) interface for mainframe computer connections to storage devices. As part of IBM's S/390 server, FICON channels increase I/O capacity through the combination of a new architecture and faster physical link rates to make them up to eight times as efficient as ESCON (Enterprise System Connection), IBM's previous fiber optic channel standard.

FICON channel features include:

- A mapping layer based on the ANSI standard Fibre Channel-Physical and Signaling Interface (FC-PH), which specifies the signal, cabling, and transmission speeds
- Data transfer rate of 1.0 Gbps or 2.0 Gbps
- More flexibility in terms of network layout, because of the greater distances - 100Km
- Compatibility with any installed channel types on any S/390 G5 server
- Bridge feature, which enables support of existing ESCON control units
- Support for full-duplex data transfers, which enables simultaneous reading and writing of data over a single link
- Multiplexing which enables small data transfers to be transmitted with larger ones, rather than having to wait until the larger transaction is finished.

• **Ethernet Services:**

Ethernet has been a relatively inexpensive, reasonably fast, and very popular LAN (Local Area Network) technology for several decades. Ethernet specifications define low-level data transmission protocols and the technology needed to support them. In the OSI Model, Ethernet technology exists at the physical and data link layers (layers 1 and 2).

The term Ethernet refers to the family of local-area network (LAN) products. Ethernet supports IP and most other higher-level protocols. Over time, as the performance needs of LANs have increased, related technologies like Fast Ethernet and Gigabit Ethernet have been developed that extend traditional Ethernet to 100 Mbps and 1000 Mbps speeds, respectively.

Other technologies and protocols have been touted as likely replacements, but the market has spoken! Ethernet has survived as the major LAN technology (it is currently used for approximately 85 percent of the world's LAN-connected PCs and workstations) because its protocol has the following characteristics:

Is easy to understand, implement, manage, and maintain

- Allows low-cost network implementations
- Provides extensive topological flexibility for network installation
- Guarantees successful interconnection and operation of standards-compliant products, regardless of manufacturer

ESCON 200 Mbps		
Channels	Pt-to Pt Pricing	
	3-Yr	5-Yr
1	\$5,481	\$4,917
2	\$4,756	\$4,191
3	\$4,191	\$3,144
4	\$4,191	\$3,144
5	\$4,191	\$3,144
6	\$4,191	\$3,144
7	\$4,191	\$3,144
8	\$4,191	\$3,144
9	\$4,191	\$3,144
10	\$4,191	\$3,144

Fibre Channel/FICON 1Gbps bandwidth		
Channels	Pt-to Pt Pricing	
	3-Yr	5-Yr
1	\$5,481	\$4,917
2	\$4,756	\$4,191
3	\$4,191	\$3,144
4	\$4,191	\$3,144
5	\$4,191	\$3,144
6	\$4,191	\$3,144
7	\$4,191	\$3,144
8	\$4,191	\$3,144
9	\$4,191	\$3,144
10	\$4,191	\$3,144

Fibre Channel/FICON 2Gbps bandwidth		
Channels	Pt-to Pt Pricing	
	3-Yr	5-Yr
1	\$7,416	\$6,610
2	\$5,884	\$5,239
3	\$5,239	\$3,869
4	\$5,239	\$3,869
5	\$5,239	\$3,869
6	\$5,239	\$3,869
7	\$5,239	\$3,869
8	\$5,239	\$3,869
9	\$5,239	\$3,869
10	\$5,239	\$3,869

USA Commitment to Promote Small Business Participation Procurement Programs

Preamble

tw telecom holdings inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

Commitment

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

Mr. Ken Folderauer, VP Sales

Phone: 301-361-3525

Fax: 720-225-6072

Email: ken.folderauer@twtelecom.com



Best Value
Blanket Purchase Agreement
Federal Supply Schedule
(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s).

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Agency Date Contractor Date

BPA NUMBER

(Customer Name)
Suggested Format For Blanket Purchase Agreement

Pursuant to GSA Federal Supply Schedule Contract Number(s), Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- 1. The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

Table with 2 columns: Model Number/Part Number, *Special BPA Discount/Price

- 2. Delivery:

Table with 2 columns: Destination, Delivery Schedule/Dates

- 3. The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be.

4. This BPA does not obligate any funds.
5. This BPA expires on _____ or at the end of the contract period, whichever is earlier.
6. The following office(s) is hereby authorized to place orders under this BPA:

Office	Point of Contact
_____	_____
_____	_____

7. Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
8. Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
 - a. Name of Contractor;
 - b. Contract Number;
 - c. BPA Number;
 - d. Model Number or National Stock Number (NSN);
 - e. Purchase Order Number;
 - f. Date of Purchase;
 - g. Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - h. Date of Shipment.
 - i. The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
 - j. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

Basic Guidelines for Using “Contractor Team Arrangements”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or –
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

Service and Distribution Points

tw telecom holdings inc.
10475 Park Meadows Drive
Littleton, Colorado 80124

Phone: 303-566-1000
Fax: 303-566-1011

Web site: <http://www.twtelecom.com>

Participating Dealers

Not applicable. **tw telecom holdings inc.** does not have specific dealers or resellers identified to perform on the contract awarded under this solicitation.