

**Independents Fiber Network, LLC
Com Net
Service Attachment 1**

This Service Attachment (the "Service Attachment"), is between Independents Fiber Network, LLC a wholly owned subsidiary of Com Net, Inc ("Service Provider") having an office at 13888 County Road 25A; Wapakoneta, OH 45895, and the State of Ohio, Department of Administrative Services, ("the State"), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, OH 43215 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State. It amends that certain Master Services Agreement between the Parties dated March 12, 2012.

1. SERVICE OVERVIEW

Private Line Ethernet Transport Service (ETS) technology combines the flexibility and simplicity of Ethernet with the Speed and reliability of a fiber optic infrastructure utilized to deliver Service that is dedicated for Subscribing Entity's use either across town or across the State.

Service Provider Ethernet Private Line (EPL) Service is an Ethernet over Fiber solution that is designated to connect Subscribing Entity's location A to Subscribing Entity location B through a single service dedicated User Network Interface (UNI) port at each location.

Service Provider Ethernet Virtual Private Line (EVPL) Service is an Ethernet over Fiber solution that is designed to connect Subscribing Entity locations to one another and/or to connect Subscribing Entity to an Aggregation Hub location either directly or through Intermediate Hub locations using a multiplexed User Network Interface (UNI) port (aka. Trunk Port or Multiservice Port).

2. PRIVATE LINE Ethernet Transport Service (ETS) Service Offering Description

Subscribing Entity A Location point of demarcation to Subscribing Entity B Location point of demarcation

- a. **On-Net to On-Net:** Connectivity between a location of Subscribing Entity where Service Provider has existing fiber facilities (Location A) to another location of Subscribing Entity where Service Provider has existing fiber facilities (Location B).
- b. **On-Net to Off-Net:** Connectivity between a location of Subscribing Entity where Service Provider has existing fiber facilities (Location A) to another location of Subscribing Entity where Service Provider DOES NOT have existing fiber facilities (Location B). Service Provider may elect to service the location to which it does not have existing fiber facilities by constructing fiber to the site itself in which case the site will become On-Net for all future orders. Alternatively, Service provider may elect to service the location to which it does not have existing fiber facilities by securing lit service through a Third Party, in which case the site will remain Off-Net.
- c. **Off-Net to Off-Net:** Connectivity between a location of Subscribing Entity to which Service Provider DOES NOT have existing fiber facilities (Location A) to another location of Subscribing Entity to which Service Provider DOES NOT have existing fiber facilities (Location B). Service Provider may elect to service one or both locations to which it does not have existing fiber facilities by constructing fiber to the site itself in which case the site(s) will become On-Net for all future orders. Alternatively, Service Provider may elect to service one or both of the locations to which it does not have existing fiber facilities by securing lit service through a Third Party, in which case the site(s) will remain Off-Net.

3. STANDARD SERVICE OFFERING DEMARC

- a. **NETWORK INTERFACE DEVICE:** Standard Service offering is based on Service Provider furnishing a Network Interface Device (NID) on a SFP with Subscribing Entity providing Customer Premise Equipment (CPE) with SFP capable ports. The smaller footprint of a NID on an SFP is ideal for locations that are limited in rack space and/or power capacity. Service Provider may elect, at its sole discretion, to provide a rack mountable NID at the subscribing entity premises in instances where the Subscribing Entity does not have a CPE with SFP capable ports and/or additional functionality is required that the NID on a SFP will not support. The Subscribing Entity may, at its sole discretion, request that the Service Provider furnish CPE equipment as an optional Service offering that may result in an additional charge. In the event a rack mountable NID is supplied, the Subscribing Entity will be responsible for providing a minimum of 2 rack units.
- b. **PHYSICAL MEDIA:** Standard Service offering is based on the use of Single Mode (SM) Simplex fiber connectivity. Service Provider may, at its sole discretion, elect to utilize SM duplex fiber connectivity, duplex Multimode (MM) fiber connectivity, 100Base-T copper connectivity, 1000Base-T copper connectivity or an SFP capable port for The Subscribing Entity to populate on the NID. The Subscribing Entity may, at its sole discretion, request that the Service Provider furnish a specific physical media port at the point of termination, which may result in additional charges.
- c. **ENTRANCE FACILITY FOR STANDARD DEMARCATION POINT:** Standard Service is based on delivery to the Service Provider's or Third Party's existing network interface device at the premises, if any, as the demarcation point. If the Service Provider or Third Party has no existing network interface device at the premise, subscribing entity will cause an easement to be granted to Service Provider that, at Service Providers sole discretion, can be cascaded to a Third Party for the installation of a drop to the premises with a building penetration and space for establishing a demarcation point within 50-feet of the building penetration.
- d. **EXTENDED DEMARCATION POINT:** The Subscribing Entity may request that the Service Provider furnish an extended demarcation point for termination greater than 50-feet from the building penetration. The installation of an extended demarcation point may result in additional charges for time and materials, which shall be quoted at the time of request.

4. OPTIONAL SERVICES

All optional Services are quoted on an Individual Case Basis (ICB). Optional Services include; port protected connectivity, route diversity, serving Ethernet Serving Office (ESO) diversity, Dedicated Internet Access delivered over an EVPL port connection, alternative committed information rate options in 10Mbps increments between 10 to 100 Mbps then 50 Mbps increments between 100 to 1000 Mbps, real time monitoring, on-line reporting and bandwidth on-demand.

5. FEE STRUCTURE

- a. **Committed Data Rate (CDR):** This is the capacity in Megabits per Second (Mbps) to which the customer commits and at which their Gigabit Ethernet Plus Terminating Port is rate limited.
- b. **Service Rate Basis**
 - i. **Monthly Recurring Charge (MRC):** This is the monthly charge associated with the PRIVATE LINE ETS Service dependent on the committed virtual circuit capacity, as well as, the term of the Order.

- ii. **Other MRC Qualifying Discounts and/or Premiums:** This is a net amount related to other qualifying discounts the Subscribing Entity is eligible for and/or premiums that apply in association with delivering the Service. This will be posted as a credit or an incremental fee that will be deducted off the MRC if negative or added to the MRC if positive.
- iii. **Optional Service MRC:** This is for any additional monthly recurring charges associated with Optional Services Subscribing Entity requests in association with the Service.
- iv. **Non-Recurring Installation Fee (NRC):** This is a one-time charge associated with the standard fees for the activation of PRIVATE LINE ETS Service.
- v. **Extended DEMARC, Optional Service NRC and/or Construction Aid:** This is any additional one-time charges required based on Subscribing Entity requiring the Service Provider to provide an extended DEMARC or optional Service offering. This category also includes any one-time construction aid charges associated with providing Service to a specific site.

c. Discounts

- i. **Monthly Recurring Charge (MRC) Discounts:** This is the monthly discount for which the Subscribing Entity and/or location is eligible. Discounts will be disclosed to the Subscribing Entity, in writing, prior to placing Order. Discounts are based on:
 - 1. Customer Provided Access – CPA Discount
 - 2. Customer Term Commitment above minimum term – Term Discount
 - 3. Lit Building (Intra-building) Local Loop physical facilities less than 300 ft Discount. Generally a multi-tenant location. Extended demarcation charges may apply on a recurring and/or non-recurring basis depending on fees assessed by the landlord of the building.
 - 4. Discounted Interconnected Broadband Service Provider (IBSP) Sweet Spot ZONE Pricing – An IBSP is a Third Party that adopts the terms of this agreement by executing Exhibit B and agrees to: (i) establish a mid-span meet-point fiber route with Service Provider, (ii) provide Service Provider with occupancy to place carrier class Ethernet equipment at the Third Party's Ethernet Serving Office (ESO), (iii) allow Service Provider to operate and manage the backhaul connectivity to the Service Provider carrier class equipment, and (iv) lease certain Ethernet ports from Service Provider on the carrier class equipment for use in providing local services based on the IBSP receiving compensation for Ethernet local loop (last mile) termination services. The IBSP may establish multiple Sweet Spot Zones
 - 5. Multi-site Connection – Site Volume Commitment Discount. This is based on number of sites to be served as part of a bundled order. It is not based on cumulative sites to be served over multiple unbundled Orders.
 - 6. Aggregate Service - Capacity Discount for multiple private lines terminating to a common hub or collector site.
 - 7. Community Anchor Institution Discount – Available for Orders placed on or before September 30, 2013.
 - 8. Annual or Multi-Year Prepay Discounts - Annual or Multi-Year Prepay Discounts are established based on 50% of the Provider's cost of money. For On-Net services CNI's cost of money shall be fixed at 3.5%. therefore an annual prepay discount results in a 1.75% discount or in the case of a 10 year prepay would result in a 17.5% discount. For Off-Net services CNI's cost of money shall be established on an individual case basis at the time of quote.

9. **Introductory Period Discount** – Service Provider may extend a five percent (5%) introductory period discount on service provided from a new point-of-presence or for new services provided from an existing point-of-presence for ninety (90) days from the initial date of offering. Service Provider may at its sole discretion elect to extend introductory period offerings for an additional ninety (90) day period at its sole discretion.
- ii. **Non-Recurring Charge (NRC) Discounts:** This is the one-time discount for which the Subscribing Entity and/or location is eligible. The basis for NRC discounts is the same as that utilized for Monthly Recurring Charge Discounts. NRC Discounts will be disclosed to the Subscribing Entity, in writing, prior to placing Order.

d. PREMIUMS

- i. **Monthly Recurring Charge (MRC) Premiums:** MRC Premiums will be disclosed to the Subscribing Entity, in writing and placed in Quote, prior to placing Order.
 1. **Near-Net Reach Premium - MRC:** This is a monthly recurring premium for Service to a Subscribing Entity premise that may apply to premises greater than 10-kilometers from an Ethernet Serving Office (ESO) and less than 20-kilometers, and will apply to premises greater than 20-kilometers from an ESO.
 2. **Off-Net Terminating Service Facility Provider Premium – MRC:** This is a pass through of any premium monthly recurring charges incurred by Service Provider to utilize a Third Party to serve a specific Subscribing Entity location.
- ii. **Non-Recurring Charge (NRC) Premiums:** NRC Premiums will be disclosed to the Subscribing Entity, in writing and placed in Quote, prior to placing Order.
 1. **Expedited Service Installation Premium - NRC:** This is a one-time expedite fee on the installation of Service. This is subject to availability and quote at the time of request.
 2. **Off-Net Terminating Service Facility Provider Premium – NRC:** This is a pass through of any premium non-recurring charges incurred by Service Provider to utilize a Third Party to serve a specific Subscribing Entity location.

e. TOTAL SERVICE CHARGE

- i. **Monthly Recurring Charge (MRC):** This is a sum of the Service Rate Basis MRC, Discount MRC and Premium MRC. MRC will be disclosed to the Subscribing Entity, in writing and placed in Quote, prior to placing Order.
- f. **MINIMUM SERVICE TERM:** This component specifies the minimum service term commitment of the Order between the Service Provider and Subscribing Entity.

c. On-Net to Off-Net and Off-Net to Off-Net during or after CAI Discount Period

CIR (Mbps)	Physical Port Interface	12 Month Term MRC	24 Month Term MRC	36 Month Term MRC	60 Month Term MRC	84 Month Term MRC	Other MRC Qualifying Discounts and/or Premiums	Optional Service MRC	NRC	Extended DEMARC, Optional Service NRC and/or Construction Aid
2	1 Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
5	1 Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
10	1 Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
20	1 Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
50	1Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
100	1Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
250	1Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
500	1Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
750	1Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
1000	1Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
1000	10Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
2000	10Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
3000	10Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
10000	10Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB

7. SERVICE RATES: PAYMENT

- a. All monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") for Services shall be paid to the Service Provider and shall be invoiced to Subscribing Entity in accordance with the Master Service Agreement (MSA) Section 9.3 and payment will be made as per MSA Section 9.4. Service Provider will invoice either monthly in arrears within sixty (60) days of Service or upon completion and acceptance of a Service. Payment from Subscribing Entity for Services shall be due on the 30th calendar day after the actual receipt of a proper invoice in the office designated to receive invoice listed in Order.
- b. In the event a Regulatory Changes, as per MSA Section 1.11, the Service Provider may discontinue, limit or impose additional requirement to the provision of Service, upon no less than thirty (30) days written notice to Subscribing Entity. But if any such action materially affects any Subscribing Entity's use of Service, the Subscribing Entity may, with written notice to the Service Provider, terminate its use of the Service without Early Termination Charge.

c.

8. SERVICE ORDERING

- a. All Orders will be placed through the State's Ordering System (formerly called Telecommunications Service Request (TSR)). The Order will contain a written Quote detailing the Service to be provided and establishing fees for the Service, as well as, the Targeted Installation Service Interval. Service Provider's quote for fees will include the applicable NRCs (if any) and the applicable MRC. Before placing an Order, Service Provider will have provided the Subscribing Entity a finalized quote for requested Service. Service Provider shall not begin providing Service, or performing any related work, until an Order has been approved through the State's Ordering System. Service Provider shall issue a Service Order Confirmation Notice promptly (within 48-hours unless otherwise agreed) after approval of an Order. No terms of the Order, , may alter the terms of this Service Attachment or the Master Service Agreement.

- b. If the Subscribing Entity wishes to change Service requirements after placing the Order through the State's Ordering System, Service Provider will issue a new quote and revise Order through the State's Ordering System. Additionally, the Subscribing Entity and/or Service Provider may request Service changes, expedites, moves and changes, which will require updating the Order and processing through the State's Ordering System. (Existing Order shall not be deemed abandoned, and new Order changes accepted until approved.)

9. SERVICE DELIVERY: ACCEPTANCE

- a. Service Provider's targeted provisioning intervals (lead time) are 30 calendar days from the date of Order Confirmation Notice for one-hundred percent (100%) On-Net PRIVATE LINE ETS of capacity under 100 Mbps and 45 calendar days from the date of Order Confirmation Notice for one-hundred percent (100%) On-Net PRIVATE LINE ETS of capacity over 100 Mbps ("Targeted Installation Service Interval"). the Service Provider shall not be liable for its failure to install Service by the Targeted Installation Service Interval if the Order contains materially incomplete or inaccurate information supplied by the Subscribing Entity or Orders that are materially modified at the Subscribing Entity's request after Service Provider's issuance of an Order Confirmation Letter or if all or part of the PRIVATE LINE ETS will utilize off-net ("Off-Net") facilities provisioned by a third party not contracted by Service Provider or Service Provider and Subscribing Entity mutually agree to an alternate delivery date. All targeted provisioning intervals are subject to service availability at time of order. Such Off-Net facilities will be clearly identified in the applicable Order.
- b. Service Provider shall notify the Subscribing Entity via email (addressed to the individual listed on the Order) when the Service is ready for use ("Service Acceptance Notice"), and Service Provider shall begin billing Subscribing Entity for Service on the earlier of:
 - i. the date that the State places live traffic on the Service;
 - ii. the Subscribing Entity provides written acceptance of the Service; or
 - iii. five (5) days after Service Provider sends the Service Acceptance Notice to the Subscribing Entity, unless the Subscribing Entity notifies Service Provider that the Service is not functioning in accordance with the Service Technical Specifications (defined as any applicable documentation provided to the Subscribing Entity or other specifications as agreed by the parties) ("Start of Service Date")
- c. Following written notice by the Subscribing Entity that the Service is not functioning in accordance with the Service Technical Specifications, Service Provider shall take such reasonable action as is necessary to correct any such non-compliance and shall notify the Subscribing Entity when the non-compliance is corrected, and the Service is ready for acceptance.

10. SERVICE CANCELLATION: TERMINATION

- a. The Subscribing Entity may cancel a Service for which an Order Confirmation Notice has been issued, but prior to the Start of Service Date, by submitting requests through the State's Ordering System which will notify Service Provider of such cancellation . If Service Provider receives such notice of cancellation from the Subscribing Entity at least five (5) days prior to the end of the applicable Targeted Installation Service Interval, or if Service Provider terminates a Service prior to the Start of Service Date but after issuing an Order Confirmation Notice in accordance with Section 8.2 of MSA and giving thirty (30) days written notice to Subscribing Entity, the Subscribing Entity shall pay Service Provider a cancellation charge equal to one (1) month's MRC for the cancelled Service.

- b. If notice of cancellation is received by Service Provider at any time after five (5) days prior to the end of the applicable Targeted Installation Service Interval but prior to the Start of Service Date, Service Provider may charge the Subscribing Entity an Early Termination Fee.
- c. The Subscribing Entity may cancel a Service for any reason after the Start of Service Date and prior to the end of the Service Term by providing Service Provider thirty (30) days prior written notice in . In the event that the Subscribing Entity does so and such cancellation is not excepted from termination fees under the Master Services Agreement, or in the event that the Service is terminated by Service Provider after the Start of Service Date due to Section 8.2 of MSA, the Subscribing Entity shall pay a termination fee equal to:
 - i. any NRCs, including installation and construction fees, for the cancelled Service(s) that were previously waived or not paid (at the standard NRC rates set forth in the Order), plus
 - ii. fifty-five percent (55%) of all remaining Service MRCs that would have been payable through the end of the then current Service Term, if any ("Early Termination Fee")
 - iii. The Term commitment associated with the Service shall be 24-months unless otherwise requested and agreed to in writing between the Parties.
 - iv. No termination fees will be charged for any months in a renewal Term unless otherwise agreed in writing between the Parties.
 - v. No third-party termination fees may be passed through and charged to the Subscribing Entity unless otherwise agreed in writing between the Parties.
- d. Service Provider and the Subscribing Entity agree that Service Provider's damages, in the event of Service cancellation or termination, shall be difficult or impossible to determine. Service Provider and the Subscribing Entity, therefore, agree that this Section is intended to establish damages in the event of cancellation or termination, and is not intended as a penalty.
- e. The Subscribing Entity may cancel a Service without liability or Termination Fees if Service Provider fails to install PRIVATE LINE ETS within ten (10) days after the applicable Targeted Installation Service Interval by providing Service Provider written notice through State Ordering System of its intention to cancel the Service within five (5) days of the end of the applicable Targeted Installation Service Interval. The Parties hereby agree that this shall not give rise to terminate the Service for Cause.
- f. The Subscribing Entity may cancel a Service for Chronic Outages (where Chronic Outage is defined in this Service Attachment) without liability by providing Service Provider written notice within thirty (30) days of the occurrence of the Chronic Outage of its intention to cancel the Service.

11. SERVICE UPGRADES: EXPEDITES, MOVES, CHANGES

- a. The Subscribing Entity may request that Service Provider increase the PRIVATE LINE ETS for an existing Service without incurring Early Termination Fees by simultaneously submitting
 - i. an Order for the desired Service (i.e. the "Upgraded PRIVATE LINE ETS") and
 - ii. a disconnect Order for the existing PRIVATE LINE ETS that is being upgraded.
- b. Unless otherwise agreed by both Parties, in writing, the Upgraded PRIVATE LINE ETS shall have a Service Term equal to or greater than the remaining Service Term for the existing PRIVATE LINE ETS being upgraded or the Minimum Service Term, whichever is longer. The Subscribing Entity shall be charged any applicable NRC change fee and

MRC as set forth in this Service Attachment and as allowed for pursuant to the Master Service Agreement for such an upgrade.

- c. The Subscribing Entity may request that Service Provider expedite the installation of a Service to a date prior than the Targeted Installation Service Interval by indicating such on their Order and paying Service Provider the applicable, non-refundable NRC expedite fee set forth in the Order. In such event, the agreed expedited date shall become the Targeted Installation Service Interval.
- d. If Service Provider has issued an Order Confirmation Notice (and not issued a Service Acceptance Notice) for an Order that has been executed by both Parties, the Subscribing Entity may request a change to the Order in writing, and Service Provider would request Order return to them via the State's Ordering System. The Service Provider would revise Quote specifically identifying the requested changes and applicable NRC change fee as agreed between the Subscribing Entity and Service.
- e. The Subscribing Entity may change its network topology by submitting a new Order and paying the applicable NRC change fee as agreed between the Subscribing Entity and Service Provider through a revised quote. Such revised Order must be executed through the State's Ordering System and approved.
- f. The Subscribing Entity may request that Service Provider increase the PRIVATE LINE ETS speed for an existing Service (i.e. an PRIVATE LINE ETS Speed of 20 Mbps is increased to 30 Mbps) without incurring Early Termination Fees by submitting a new Order for the desired PRIVATE LINE ETS speed. Such revised Order must be executed through the State's Ordering System and approved. The monthly recurring charge must be equal to or greater than that of the Service being upgraded, unless otherwise agreed by both Parties in writing, the Service Term for the new, increased Port speed Service will be equal (co-terminus) to or greater than the remaining Service Term for the existing Service being increased. Additionally, the Subscribing Entity shall be charged the applicable NRC change fee and MRC as agreed between the Subscribing Entity and Service Provider through a revised Quote.

12. SERVICE LEVEL AGREEMENT (SLA). The Service Level Agreement for PRIVATE LINE ETS solutions shall be in accordance with the general Terms as set forth in Exhibit A of this Service Attachment with any specific Service Level Commitments made part of an Order.

SIGNATURE PAGE TO FOLLOW

In Witness Whereof, the Parties have executed this Service Attachment, which is effective on the date the State's duly authorized representative signs it on behalf of the State ("Effective Date").

**COMNET
INDEPENDENTS FIBER NETWORK,
LLC**

**STATE OF OHIO,
DEPARTMENT OF
ADMINISTRATIVE SERVICES**



Signature



Signature



Printed Name

Robert Blair/srd

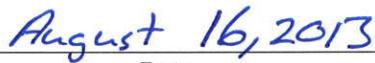
Printed Name



Title

DAS Director
Assistant Director/State CIO

Title



Date



Effective Date



Federal Tax ID

SERVICE ATTACHMENT 1 – EXHIBIT A

This Service Provider Service Level Agreement ("SLA") applies to Service Provider's PRIVATE LINE and Enhanced ETS solution(s) ("ETS" or "Service") and is effective as of the first day of the second month after initial installation of Service. The provisions of this SLA states Subscribing Entity's sole and exclusive financial remedies for Service interruptions or Service deficiencies.

1. ETS Performance Criteria and Service Level Objectives

- (a) **Latency:** Latency is the average roundtrip network delay. The roundtrip delay is expressed in milliseconds(ms). Latency is measured using a standard 64 byte ping between the Subscribing Entity/Service Provider interconnection point and the Subscribing Entity's end user location in a round-trip fashion. The target Service Level Objective (SLO) for latency shall be 15ms.
- (b) **Packet Loss:** Packet loss is defined as the average ratio of total packets that are sent to those that are received. Ratios are based on packets that are transmitted from a network origination point and received at a network destination point. The target SLO for packet loss shall be 0.20%.
- (c) **Jitter:** Jitter or Packet Delay Variation, is defined as the difference in end-to-end delay between selected packets in a flow with any lost packets being ignored. Jitter is expressed in milliseconds (ms). The target SLO for jitter shall be 25ms.
- (d) **SLO Compliance Analysis and Corrective Action:** If the Services provided to a particular Subscribing Entity repeatedly fails to conform to the target SLO, then upon the applicable Subscribing Entity's request, Service Provider and Subscribing Entity shall coordinate and cooperate to jointly provide the necessary personnel and equipment, at each Party's own cost, to perform root cause analysis to determine the cause of the noncompliance. On determination of the cause, Service Provider will provide Subscribing Entity with a corrective action report and estimated completion date. In the event the action plan fails to resolve the nonconformity, Service Provider will revise the corrective action plan and estimated completion date. The Service Provider shall escalate the problem in accordance with the Service Provider's then-current escalation procedures. The iterative corrective action process shall continue until a resolution is achieved or the Parties agree to cancel the circuit without further obligation to either Party. The provisions of this section that arises from or relates to any of the circumstances in Section 2.

2. Network Availability and Reporting Goals

(a) **Network Availability:** The availability of the Service ("Network Availability") is measured by "Network Downtime" or "Outage", which exists when the Subscribing Entity's Service is unable to transmit and receive data. Network Downtime or Outage is measured from the time a trouble ticket is opened (triggered by event the Service Provider recognizes as an Outage or that is reported to the Service Provider by the Subscribing Entity) by Service Provider in the Service Provider trouble management system to the time the Affected Service (defined as the Service that fails to meet the applicable Goal) is again able to transmit and receive data. The method in which a trouble ticket is opened shall be pursuant to the Service Provider's standard operating procedure as provided to the Subscribing Entity. Credits for Network Downtime apply to Normal Maintenance (see definition below in Section 3.1) if, during performing Normal Maintenance, there is Network Downtime for longer than one (1) hour, as well as, for the Network Downtime for Network Urgent Maintenance (see definition below in Section 3.2). Network Availability is only applicable for Enhanced ETS if the Subscribing Entity provides reasonable access, subject to the Subscribing Entity's reasonable security requirements, to associated routers for monitoring purposes.

GOAL

AVAILABILITY / REMEDY

Network Downtime = Remedy (Credit is applied to MRC of the Affected Service)*

100%

Each cumulative hour of Network Downtime qualifies Subscribing Entity for a credit based on the applicable MRC as follows:

Cumulative Duration of Outage (Hours, Minutes, Seconds)	Service Credit
0:30:00 – 1:00:00	5%
1:00:01 – 2:00:00	10%
2:00:01 – 5:00:00	25%
5:00:01 – 8:00:00	50%
8:00:01 – 12:00:00	75%
12:00:01 and over	100%

The above credit will be applied to the next applicable MRC or, if such credit is not available, refunded to the Subscribing Entity.

(b) Reporting: The Reporting Goal is measured either from the time a Network Downtime trouble ticket is opened by the Service Provider, or from the time the trouble is reported to Service Provider by Subscribing Entity, until the time Service Provider reports the Network Downtime to the Subscribing Entity by the agreed upon notification method.

Goal Remedy (Credit is applied to MRC of the Affected Service)

Ten (10) Minutes from time trouble is reported by Subscribing Entity to Service Provider. Each failure to meet the Goal qualifies the Subscribing Entity for a credit of One (1) day's charges for the Service minutes pro-rated from the MRC, at a maximum of one (1) such credit accrued per day.

Example of a Credit Calculation

Example: Service MRC=\$6000 and the month in which the trouble ticket occurs has 30-days: Time of Notification from Network Downtime Ticket being entered is 15 minutes or a 5 minute overage. The Credit due to the Subscribing Entity would be calculated on \$200 per day for 5 out of 1440 minutes in a day for a total Credit due in the calendar month of \$0.69.

(c) Service Provider Availability: Service Provider shall maintain and staff a toll-free telephone number on a twenty-four (24) hours a day, seven (7) days a week basis including holidays to which the Subscribing Entity may call to report an Outage of the Subscribing Entity's Service. Maintenance personnel shall be available twenty-four (24) hours a day, seven (7) days a week.

(d) Outage Communication: Service Provider shall use commercially reasonable efforts to resolve the Outage and restore the Subscribing Entity's Service within two (2) hours. If the Subscribing Entity Service is not restored within two (2) hours, the Service Provider will thereafter provide the Subscribing Entity's prearranged contact an hourly report of progress or lack thereof in restoring the Subscribing Entity Service. Once the Service Provider has restored the Service, it will notify the Subscribing Entity's

prearranged contact via email that Services are restored. The Outage ends when the Subscribing Entity is notified that the Service is restored.

(e) Follow Up to an Outage: When Service is restored after an Outage that results in the distribution of credits to the Subscribing Entity, Service Provider will provide the Subscribing Entity a written explanation to be delivered via email to the Subscribing Entity's prearranged contact. The Subscribing Entity will be provided an explanation within five (5) business days after the Service is restored or as otherwise requested. The explanation should include, but not be limited to, the following criteria:

- 1) The root cause of the event or circumstance
- 2) The root cause of the length of the restoration
- 3) The corrective and preventive action plans

(f) No Charges: There will be no charge for any maintenance or outage correction/investigation work.

3. Maintenance

3.1 Network Normal Maintenance or Scheduled Maintenance: Service Provider will endeavor to perform all non-emergency "Normal Maintenance" or "Scheduled Maintenance" (defined below) during pre-established maintenance hours (windows). "Normal Maintenance" refers to:

- (a) upgrades of hardware or software;
- (b) upgrades to increase capacity; or
- (c) other pre-scheduled network activity that may degrade the quality of the Services or cause Service interruptions.

Normal Maintenance or Scheduled Maintenance may temporarily degrade the quality of the Service, including possible Network Downtime. Service Provider shall give the Subscribing Entity at least ten (10) business days notice via email to the Subscribing Entity's prearranged contact prior to performing the Scheduled Maintenance, and note to the Subscribing Entity if the Scheduled Maintenance entails any Outage work and the possible duration of that Outage.

Service Provider will use reasonable efforts to perform all Normal Maintenance on Sundays, Tuesdays and/or Thursdays between the hours of 12:00 midnight and 6:00 AM Local Time. "Local Time" refers to the time of day in the time zone in which an affected Service is located; provided, however, that if Affected Service is located in multiple time zones, Local Time shall refer to Eastern Time. Service Provider may change the maintenance window times with notification and approval from Subscribing Entity before posting revised maintenance window times to the Web site.

If Normal or Scheduled Maintenance results in Outages more than 4 times in a year, credits will apply pursuant to Section 3.1 as if any additional resulting Outage is an Outage under a Network Urgent Maintenance (see definition below in Section 3.2).

Region	Normal Maintenance Hours	Prior Notice
Intra U.S.	Sunday, Tuesday, and Thursday mornings between the hours of 12:00 AM and 6:00 AM Local Time	10 business days

3.2 Network Urgent Maintenance: "Urgent Maintenance" means efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Services, including possible Network Downtime. Either the Subscribing Entity or Service Provider shall contact the other to inform the other of the Outage as soon as possible and communicate an awareness of the Outage to the other and the Service Provider will initiate efforts shortly thereafter to restore the Subscribing Entity's Service. Such effects related to Urgent Maintenance

will entitle the Subscribing Entity to service credits as set forth in this SLA. Service Provider may undertake Urgent Maintenance at any time deemed necessary and will provide written notice of Urgent Maintenance to the Subscribing Entity as soon as is commercially practicable under the circumstances.

4. General

4.1 Remedies: To be eligible for service credits under this SLA, the Subscribing Entity must be in good standing with Service Provider and current in its obligations. Service Provider will determine the credits provided to the Subscribing Entity by applying the applicable remedies set forth in this SLA and will provide notice to the Subscribing Entity of such credits promptly after credits are incurred; the Subscribing Entity may also provide notice to Service Provider of credits if notice of such credits has not been received from Service Provider. Service Provider will use reasonable efforts to apply the credit to the month in which the event giving rise to the credit occurred, and provide written notice to the Subscribing Entity when the credit is applied as to any resulting reduced payments for the Subscribing Entity. The credits will apply to the MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other services, including but not limited to Off-Net Services (unless the Off-Net Services were affected by the Outage).

Any claims for credits not documented by Service Provider must be made by the Subscribing Entity not later than ninety (90) days after the eligible Outage event or other applicable event resulting in the credit.

4.2 Service Credit Exceptions: Service credits will not be issued to the extent the SLA is not met as a result of:

- (a) the acts or omissions of the Subscribing Entity, its employees, contractors or agents or its end users;
- (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Service Provider or its connected ETS provider partners;
- (c) Force Majeure Events, as defined in the Master Service Agreement;
- (d) scheduled Service maintenance, alteration or implementation, except as specifically provided above;
- (e) the unavailability of required the Subscribing Entity personnel, including as a result of failure to provide Service Provider with accurate, current contact information; or
- (f) Service Provider's lack of access to the Subscribing Entity premises where reasonably required to restore the Service.

4.3 The Subscribing Entity Termination Rights for Chronic Outage: The Subscribing Entity may terminate the Affected Service without early termination charges if, in any single calendar month:

- (a) Network Downtime exists for at least 24 hours in the aggregate; or
- (b) any single event entitling the Subscribing Entity to credits under Network Availability exists for the affected Service for a period of at least eight consecutive hours.

The Subscribing Entity may only terminate the Affected Service by providing notice through the State Ordering System to the Service Provider within ten (10) business days following the end of the relevant calendar month. Such termination will be effective upon a date selected by the Subscribing Entity and included in such notice, or, if no date is so provided, 45-days after receipt of written notice by Service Provider. In addition to any other termination rights, the Subscribing Entity may terminate the Affected Service in all other regions without early termination charges if Service Provider is unable to restore the

Service to meet the Goals herein during a 45-day cure period. Such cure period will commence at the end of the calendar month in which the trouble ticket is opened. Termination of the Affected Service will be effective as of cessation of use of such Service by the Subscribing Entity and receipt by Service Provider of written notice of termination from the Subscribing Entity, which notice may be provided any time after the expiration of the cure period.

4.4 Verification of Diversity: Service Provider will provide the Subscribing Entity with high level maps, drawings or diagrams to enable the Subscribing Entity to make a determination whether a route that the Subscribing Entity may order will meet the Subscribing Entity's diversity requirements. If, as a result of a material route change after the commencement of Service (Service Provider will use reasonable commercial efforts to provide the Subscribing Entity with 30-days advanced notice of such route change where such advanced notice is possible), the Subscribing Entity's reasonable diversity requirements are no longer met, the Subscribing Entity may cancel the affected route(s) without early termination charges. The Subscribing Entity must exercise this termination right by providing written notice of such termination to Service Provider within 45-days of the Subscribing Entity becoming aware of the route change.

SERVICE ATTACHMENT 001 – EXHIBIT B

This Exhibit B provides a listing of Third Party Providers that have agreed to adopt the terms and conditions of this Agreement as well as other requirements necessary to qualify as an Interconnected Broadband Service Provider (IBSP). The listed Third Parties have satisfied the required criteria to be considered an IBSP, supplied Service Provider with rates for local loop services through one or more IBSP Sweet Spot ZONES and have agreed partner with Service Provider as an IBSP throughout the State's current biennium period.

{Reserved for Future Use}