

Wavelength Services Schedule and SLA

1. **DEFINITIONS.** The following additional definitions shall apply to Wavelength Services:

- 1.1 **Allocated MRC** means a portion of a Monthly Recurring Charge allocated by circuit on a pro-rata basis.
- 1.2 **Core Network** is a network backbone route within the same metropolitan area between a MASSIVE NETWORKS POP or on-net ILEC Central Office and another MASSIVE NETWORKS POP or on-net ILEC Central Office.
- 1.3 **Costs** mean any applicable cancellation, termination or other charges from Third Party Providers (as defined below), charges for make ready work, permitting and engineering fees, building access or license fees, special construction charges and/or capital equipment costs.
- 1.4 **Local Network** is defined as the network between a MASSIVE NETWORKS POP or on-net ILEC Central Office in a market and the originating or terminating location of the Service.
- 1.5 **Long Haul Network** is an intercity route between a MASSIVE NETWORKS POP or on-net ILEC Central Office and another MASSIVE NETWORKS POP or on-net ILEC Central Office in a different metropolitan area.
- 1.6 **On-Net** is any Service which connects two locations to which MASSIVE NETWORKS is already providing the same type of Service at the time of the Service Order or is then providing Service, provisioned entirely on MASSIVE NETWORKS facilities and does not include any Third Party Services (as defined below) or special construction.
- 1.7 **Off-Net** is any Service which does not meet the definition of On-Net.
- 1.8 **Point of Demarcation** is the network interface point specified on a Service Order where MASSIVE NETWORKS hands off Service to Customer.
- 1.9 **Service Specifications** means both the definitions and performance specifications of a Service detailed in a Service Order.
- 1.10 **Third Party Provider** means a provider of a Third Party Service.
- 1.11 **Third Party Service** is a circuit or fiber optic infrastructure provided by a Third Party Provider that enables an Off-Net Service.
- 1.12 **MASSIVE NETWORKS POP** refers to MASSIVE NETWORKS's point of presence at which MASSIVE NETWORKS provides interconnectivity to its network routes and facilities.

2. **SERVICE DESCRIPTION.** Wavelength Services are bi-directional, point to point, optical transport circuits enabled by wavelength division multiplexing (WDM) equipment. The bandwidth for each ordered Wavelength will be stated in a Service Order. Wavelengths include, without limitation, the following types:

- (a) **Basic Wave:** Linear unprotected point to point transport between two (2) sites over a shared optical fiber infrastructure;
- (b) **Custom Wave:** Point to point transport over shared optical fiber infrastructure which may be configured as protected and/or diverse, and may include a defined path and/or latency profile;
- (c) **Dedicated Wave:** Point to point or multipoint transport over dedicated optical infrastructure and dedicated MASSIVE NETWORKS Equipment at the Customer locations. A Dedicated Wave may be configurable like Custom Wave and may accommodate variable growth options.

3. **SERVICE REQUESTS AND DELIVERY**

- 3.1. **Service Order Acceptance and FOC Date.** Within five (5) business days of MASSIVE NETWORKS's acknowledgment of a submitted Service Order or within two (2) business days after

MASSIVE NETWORKS's receipt of a Third Party Provider's projected completion date for an Off-Net Service, MASSIVE NETWORKS will notify Customer (in writing or electronically) of its acceptance of such Service Order ("**Service Order Acceptance**"). MASSIVE NETWORKS may accept or reject any submitted Service Order in its sole discretion. Unless otherwise provided in the Agreement, Customer's obligations specified in an accepted Service Order are non-cancellable. MASSIVE NETWORKS will also provide a firm order commitment date ("**FOC Date**"), a date by which MASSIVE NETWORKS estimates it will turnover Service for Customer's use, unless an FOC Date is already stated in a Service Order.

3.2. Changes to FOC Date. Customer may request a change to the FOC Date after Service Order Acceptance but no later than fifteen (15) business days before the FOC Date by providing advance written notice to MASSIVE NETWORKS, subject to the terms and conditions specified herein. Customer may submit a request to extend the FOC Date on one occasion per Service Order for a period of up to a maximum of thirty (30) days from the original FOC Date. Customer shall be liable to MASSIVE NETWORKS for a one-time payment of Five Hundred Dollars (\$500) for each request to change a FOC Date, plus any additional charges for Third Party Services incurred by MASSIVE NETWORKS in connection with the delayed FOC Date.

3.3. Service Activation. After MASSIVE NETWORKS has determined that the Service conforms to the relevant Service Specifications, MASSIVE NETWORKS will notify Customer that the Service is activated, meets the related Service Specifications and is available for use by Customer ("**Service Activation Notice**"). The "**Service Activation Date**" shall be the earlier of (i) the date on which Customer begins using the Service for any purpose other than testing or (ii) the date that MASSIVE NETWORKS has sent the Service Activation Notice to Customer. Customer shall have two (2) days in which to notify MASSIVE NETWORKS that it is rejecting the Service because the Service does not meet the Service Specifications. If Customer has notified MASSIVE NETWORKS within such two (2) day period that the Service does not meet the Service Specifications, then MASSIVE NETWORKS shall take such steps reasonably necessary to cause the Service to meet the Service Specifications, at which time MASSIVE NETWORKS shall issue a new Service Activation Notice and the acceptance process above shall be repeated. Customer's failure or delay to test the Service or failure or delay to utilize the Service on or after the Service Activation Notice date shall not prevent MASSIVE NETWORKS from billing Customer for the Service. The billing of any recurring charges shall begin on the Service Activation Date and continue throughout the Service Term. If the Service Activation Date is delayed as a result of Customer's failure to meet its responsibilities under the Agreement, the Service Activation Date will be deemed to occur as of the FOC Date or the date that MASSIVE NETWORKS is ready to deliver the related Service, whichever is later.

3.4. Incrementally Delivered Services. Customer acknowledges and agrees that, unless specified in a Service Order, MASSIVE NETWORKS may incrementally deliver individual Services, when ready, which may result in different Service Activation Dates and Terms for such incrementally delivered Services. Unless separately set forth in a Service Order, the charges for incrementally delivered Services shall be determined on a pro rata basis.

4. EQUIPMENT AND INSTALLATION.

4.1. MASSIVE NETWORKS Equipment. MASSIVE NETWORKS, or its agent, may provide, install, maintain, repair, operate and control MASSIVE NETWORKS's equipment ("**MASSIVE NETWORKS Equipment**"). MASSIVE NETWORKS's Equipment shall remain the sole and exclusive property of MASSIVE NETWORKS, and nothing contained herein shall give or convey to Customer, or any other person, any right, title or interest whatsoever in MASSIVE NETWORKS's Equipment, notwithstanding that it may be, or become, attached to, or embedded in, realty. Customer shall not tamper with, remove or conceal any identifying plates, tags or labels identifying MASSIVE NETWORKS's ownership interest in MASSIVE NETWORKS's Equipment. Customer shall not adjust, align, attempt to repair, relocate or remove MASSIVE NETWORKS's Equipment, except as expressly authorized in writing by MASSIVE NETWORKS. Customer shall be liable for any loss of or damage to MASSIVE NETWORKS's Equipment caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse MASSIVE NETWORKS for the same, within thirty (30) days after receipt by Customer of a request for reimbursement. Customer at its sole cost and expense shall be required to obtain rack space and power to support MASSIVE NETWORKS Equipment for the Service for the duration of the Service Term. Unless specifically

specified in a Service Order, Customer shall be responsible for all third party cross-connections to MASSIVE NETWORKS Equipment and related costs.

4.2. Access and Customer Premises Obligations. Customer, at its sole cost and expense, shall provide MASSIVE NETWORKS with access to all Customer locations for purposes of installation, maintenance, repair and removal of MASSIVE NETWORKS Equipment on Customer premises. For purposes of the preceding sentence, "access" shall include without limitation any necessary license(s) to access the building and or property for the duration of the Service Term. However, notwithstanding Customer's responsibility, if MASSIVE NETWORKS is required by a third party to obtain and maintain any such license to access the building or property, Customer agrees to reimburse MASSIVE NETWORKS for its Costs related to obtaining and maintaining such licenses during the Service Term. MASSIVE NETWORKS shall provide reasonable notice under the circumstances to Customer prior to entering Customer's point of presence to install, maintain, repair or remove any of the MASSIVE NETWORKS Equipment. Customer will permit MASSIVE NETWORKS to install software revisions released by the related third party equipment manufacturers. Customer will provide a safe place to work and comply with all applicable laws regarding the working conditions on the Customer premises.

4.3. Customer Equipment. Customer is responsible, at its sole cost and expense, for connecting to the Point of Demarcation specified in the Service Order. Equipment and service beyond the Point of Demarcation and/or interconnection between MASSIVE NETWORKS's facilities and terminal equipment and the wiring at the Point of Demarcation shall be the responsibility of Customer ("**Customer Equipment**"). Customer must procure and maintain, at its sole cost and expense, Customer Equipment which is technically compatible with the Service and the MASSIVE NETWORKS Network. MASSIVE NETWORKS shall have no obligation to install, maintain or repair any non-MASSIVE NETWORKS Equipment, including any Customer Equipment. If, on responding to a Customer initiated service call, MASSIVE NETWORKS reasonably determines that the cause of the service deficiency was a failure, malfunction or the inadequacy of equipment other than MASSIVE NETWORKS's Equipment, Customer shall compensate MASSIVE NETWORKS for actual time and materials expended during the service call.

5. PROTECTION OPTIONS. MASSIVE NETWORKS Services are available with the following protection options:

5.1. Protected Services. Wavelength Services which are protected shall mean any Service that includes a protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure. In order for a Service to be considered "Protected", all seven Service Order Detail items must match the table below otherwise the Service will be deemed to be "Unprotected".

Service Order Details	Wavelength Services
Core Network Fiber Path Diversity	Yes or N/A
Core Network Protection	Yes or N/A
Diverse Laterals > 50 feet separation	Yes
Handoff	2-fiber
Entrance	Dual
Local Fiber Path Diversity	Yes
Local Network Protection	Yes

Example: A Service is ordered with "Yes" for both Core Network Protection and Local Network Protection, but "No" is indicated for Core Network Fiber Path Diversity. If an outage occurs on the circuit, the Service shall be deemed an Unprotected Service.

* Core Network Fiber Path Diversity indicates whether or not the ordered service will have a diverse physical fiber route within the Core Network. Core Network Protection indicates whether or not the ordered service has both a working and protection channel within the core network which will be electronically switched in the event of a failure. Local Network Fiber Path Diversity indicates whether or not the ordered service will have a diverse physical fiber route within the local network(s). Local Network Protection indicates whether or not the ordered

service has both a working and protection channel within the Local Network(s) which will be electronically switched in the event of a failure. For the avoidance of doubt, a Service over the Long Haul Network with path diversity with another Service over the Long Haul Network is not deemed to be a Protected Service for purposes of this Section.

6. SERVICE LEVEL OBJECTIVES

Service	Protected Services Availability Objectives (as measured on a monthly basis)	Unprotected Services Availability Objectives (as measured on a monthly basis)
Wavelength Services	99.999%	99.9%

7. SERVICE OUTAGES

7.1. Service Outages. A service outage (“**Service Outage**”) occurs when Customer experiences complete break(s) in transmission measured from the first ten (10) consecutive severely erred seconds (“**SESSs**”) on the affected Service until the first ten (10) non-SESSs which is known by MASSIVE NETWORKS. An SES is measured with a bit error ratio of greater than or equal to 1 in 1000.

7.2. Excused Outages. A Service interruption will not be deemed a Service Outage if MASSIVE NETWORKS's network is unavailable as a result of: (a) any act or omission of the Customer or its end users, or its representatives, contractors, agents, authorized invitees, successors or assigns; (b) the configuration, failure or malfunction of non-MASSIVE NETWORKS equipment or systems; (c) any Service Outage caused by scheduled maintenance or planned enhancements or upgrades to MASSIVE NETWORKS's network; (d) MASSIVE NETWORKS not being given access to premises; or (e) a Force Majeure Event. Each of the foregoing events shall be deemed an “**Excused Outage**.”

7.3. Service Outage Credit. Notwithstanding the Service Availability Objectives outlined above, in the event of a Service Outage not due to an Excused Outage, Customer shall be entitled to service outage credit per the table below (“**Service Outage Credit**”). For the purpose of measuring the Service Outage Credit, the duration of a Service Outage begins when MASSIVE NETWORKS records a trouble ticket number and ends when the Service is restored (“**Service Outage Duration**”). Service Outage Duration is applicable to specific affected circuits and shall not be aggregated among circuits for purposes of determining Service Outage Credit. The maximum Service Outage Credit in a calendar month for any affected circuit shall not exceed 100% of the MRC for the affected circuit.

Service	Service Outage Duration	Allowable Service Outage Credit
Protected Services	Less than 2 hours	None
	Between 2 and 4 hours	10% of Allocated MRC for affected circuit
	Between 4 and 8 hours	20% of Allocated MRC for affected circuit
	More than 8 hours	50% of Allocated MRC for affected circuit
Unprotected Services	Less than 4 hours	None
	Between 4 and 8 hours	10% of Allocated MRC for affected circuit
	More than 8 hours	20% of Allocated MRC for affected circuit

8. ISSUANCE OF CREDITS. In order to receive Service Outage Credit, Customer must (a) immediately report the Service Outage to the **MASSIVE NETWORKS Network Control Center at 303-800-1300 or support@MASSIVENETWORKS.net**, and open a trouble ticket, and (b) make a written request for a credit within seven (7) days following the end of the month in which the Service Outage occurred. Upon receipt of Customer's request, MASSIVE NETWORKS will investigate the claim under the terms described in this Service Schedule. Credits will be granted only if Customer has afforded MASSIVE NETWORKS reasonable access to Customer's premises for appropriate repairs, maintenance, testing and any other work in order to

remedy the cause of the Service Outage. The issuance of credits pursuant to this Section is MASSIVE NETWORKS's sole obligation and Customer's sole remedy for any failure or non-performance of Wavelength Service under this Agreement. Service credits shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the Customer invoice.

9. **CHRONIC SERVICE OUTAGES.** For Protected On-Net Services, if Customer experiences three (3) or more Service Outages on the same circuit each lasting more than thirty (30) minutes in any thirty (30) day period, and the Service Outages are not Excused Outages, Customer may terminate the impacted Services without any further liability to MASSIVE NETWORKS. For Unprotected On-Net Services, if Customer experiences three (3) or more Service Outages on the same circuit each lasting more than twelve (12) hours in any thirty (30) day period, and the Service Outages are not Excused Outages, Customer may terminate the impacted Services without any further liability to MASSIVE NETWORKS. In order to exercise a right to terminate under this Section 9, Customer must notify MASSIVE NETWORKS in writing that it is exercising its right under this Section 9 within thirty (30) days after the event giving rise to a right of termination. Customer shall be deemed to have waived its right to terminate under this Section 9 if it fails to provide the requisite notice of termination within such thirty (30) day period.
10. **THIRD PARTY SERVICES.** If MASSIVE NETWORKS purchases Third Party Services pursuant to a Third Party Provider's applicable tariff, Customer is responsible for any incremental charges imposed on MASSIVE NETWORKS based on changes to the Third Party Provider's applicable tariff. In the event Customer impermissibly cancels a Service enabled by Third Party Services, Customer shall reimburse MASSIVE NETWORKS for any amounts charged by a Third Party Provider related to such cancellation to the extent such amounts are unrecoverable by MASSIVE NETWORKS.