

NITEL SERVICE GUIDE

NITEL INTERNET CONNECTIVITY SERVICES

The following additional terms and conditions are applicable to Service Orders for the Internet Connectivity Services ordered under a Master Services Agreement.

DEFINITIONS Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Services Agreement applicable to the Services.

“Broadband Internet Connectivity Service” means the Broadband Internet Connectivity Service as described in Section A of Schedule A-1.

“Dedicated Internet Connectivity Service” means the Dedicated Internet Connectivity Service as described in Section B of Schedule A-1.

“Nitel” means Network Innovations, LLC or one of its applicable operating affiliates or subsidiaries.

“Nitel Systems” means applications, websites, computing assets, systems, databases, devices, products, or services owned or operated by or for Nitel.

“Customer System” means any of Customer’s or Customer’s subcontractor’s applications, websites, computing assets, systems, databases, devices, products, or services that process Nitel data.

“Estimated Availability Date” means the target Service Commencement Date for the Service.

“Service Location” means the Customer location(s) where Nitel provides the Services.

“Service(s)” or “Internet Connectivity Service(s)” for purposes of this Service Guide means the Broadband Internet Connectivity Service and/or Dedicated Internet Connectivity Service, as applicable.

ARTICLE 1 SERVICES AND TERRITORY

This attachment shall apply to Internet Connectivity Services provided to Service Locations in the United States. A further description of the Services is set forth in Schedule A-1 hereto, which is incorporated herein by reference.

ARTICLE 2. PROVIDER

The Services shall be provided by Network Innovations, LLC or one of its applicable operating affiliates or subsidiaries.

ARTICLE 3. SERVICE PROVISIONING INTERVAL

Following Customer’s acceptance of a Service Order, Nitel shall notify Customer of the Estimated Availability Date applicable to that Service Order. Nitel shall use commercially reasonable efforts to provision the Service on or about the Estimated Availability Date; provided, however, that Nitel’s failure to provision Service by said date shall not constitute a breach of the Agreement.

ARTICLE 4. SERVICE COMMENCEMENT DATE

Charges for the Services shall begin to accrue on the Service Commencement Date. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

ARTICLE 5. TERMINATION CHARGES

- 5.1** The charges set forth or referenced in each Service Order have been extended to Customer in reliance on Customer continuing service throughout the Term.
- 5.2** If Nitel terminates any Service(s) due to Customer’s default, or if Customer terminates any Service(s) prior to the expiration of such Service’s specified Service Term, Customer shall pay to Nitel an early termination charge equal to (i) all recurring and non-recurring charges specified in the applicable Service Order Form(s) for the balance of each Service’s specified Service Term, plus; (ii) any charges levied by the underlying service provider in connection with the termination that Nitel does not recover under clause (i) of this Section 5.2; plus (iii) all non-recurring and recurring charges that were waived or discounted by Nitel. Customer agrees that these terms provide a reasonable approximation of Nitel’s damages and are not a penalty.

ARTICLE 6. CUSTOMER PORTAL

Solely with respect to the Services described in this Service Guide, Nitel may provide Customer with access to a password-protected web portal (the

“Portal”) for the purpose of accessing information regarding the Service(s) provided under this Service Guide. The Portal also provides a view of certain network-related data, which is subject to availability and may not be accessible at all times. For clarity, the Portal access, billing arrangements, and support described in this PSA apply only to the Services covered by this PSA. Any other services provided to Customer under a master services agreement or under any other product service attachment may be subject to different portals, billing arrangements, and support, as set forth in the applicable governing documents.

exclusive remedy for any failure to meet the specified service levels.

**ARTICLE 7. TECHNICAL SPECIFICATIONS;
SERVICE LEVEL AGREEMENT**

The technical specifications applicable to the Services are set forth in Schedule A-1 hereto. The service level agreement (“SLA”) applicable to the Dedicated Internet Connectivity Services is set forth in Schedule A-2 hereto. Nitel strives to achieve all service levels beginning on the Service Commencement Date. However, Nitel is contractually relieved of the SLA set forth in Schedule A-2 and any service level requirements specified in Service Orders for the first ninety (90) days immediately following the Service Commencement Date. Any remedies, including Service Credits (as defined in Schedule A-2), set forth in Schedule A-2 and, where applicable, in any Service Order shall be the Customer’s sole and

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SCHEDULE A-1
SERVICE DESCRIPTIONS AND TECHNICAL
SPECIFICATIONS

The Services will be provided in accordance with the service descriptions and technical specifications set forth below:

1. Service Descriptions

A. Broadband Internet Connectivity Services

Broadband Connectivity Services are delivered over shared network infrastructure, which supports multiple service delivery points to several unique end-users in a defined geographic area. As a result of this shared network infrastructure, actual throughput may vary during periods of high network utilization.

The bandwidth speeds specified in the applicable Service Order represent the maximum attainable speeds. Nitel makes no representation regarding the speed of the Broadband Internet Connectivity Service. Actual speeds may vary, are not guaranteed and may not be available at all times. Many factors affect speed including, without limitation, the number of devices using a single connection.

The Service Commencement Date for the Broadband Internet Connectivity Services will be the date on which Nitel issues written notice to Customer that the Service is available for use at the applicable service location (or such earlier date, if Customer first uses the Service prior to such notice).

Nitel will issue written notice that the Broadband Internet Connectivity Services are available for use upon confirmation that the access connection is provisioned and is capable of reaching the Internet, regardless of the specific speed achieved at that time. Broadband Internet Connectivity Services are offered on a Customer-installation or “self-installation” basis, except where Professional Services are also specifically requested by Customer or necessary, as determined by Nitel in its sole discretion. For the purposes of this Schedule A-1, “Professional Services” includes any technical assistance provided by Nitel personnel beyond standard self-installation support, which may include on-site installation, configuration, troubleshooting, or specialized support activities. Professional Services, if requested or required, are subject to availability and may incur additional fees as determined by Nitel.

All Broadband Internet Connectivity Services are enabled through third-party network providers.

i. Broadband Fiber:

- a. The download and upload speeds provided may not be symmetrical and will vary depending on the third-party network provider or third-party network infrastructure.
- b. Services are delivered using fiber-optic cable connections from the Customer location to the third-party provider’s network.
- c. Services require the use of Nitel or third-party network provider supplied equipment to enable Ethernet hand-off to the Customer’s networks.
- d. Customer may request either a dynamic public IP address or a static public IP address for the Broadband Internet Connectivity Services, in each case subject to the plans and availability of the applicable third-party provider(s). Customer will be charged the rate(s) set forth in the applicable Service Order for any such IP address(es). Additional IP addresses may be provided upon request, subject to justification and the applicable third-party provider’s availability, and will be billed at the rate(s) set forth in the Service Order.

- e. Services are installed via fiber connections to a Nitel-supplied Network Interface Device (NID), which is the demarcation point between the third party provider's local access and the Customer's Service Location.
- ii. Business Cable:
 - a. The download and upload speeds are asymmetrical, with higher download speeds than upload speeds that vary depending on the third-party network provider plan availability.
 - b. Services are delivered using the coaxial infrastructure that delivers cable service. Customer's Service Location must be within a service area that is eligible for cable connectivity. If Customer's Service Location is within a service area that is eligible for cable connectivity but such Service Location lacks existing coaxial infrastructure, construction charges may be assessed to Customer to enable Services. Customer authorization is required prior to Nitel initiating any such special construction.
 - c. Services require the use of the third-party provider-supplied equipment to enable Ethernet hand-off to the Customer's networks.
 - d. Customer may request either a dynamic public IP address or a static public IP address for the Broadband Internet Connectivity Services, in each case subject to the plans and availability of the applicable third-party provider(s). Customer will be charged the rate(s) set forth in the applicable Service Order for any such IP address(es). Additional IP addresses may be provided upon request, subject to justification and the applicable third-party provider's availability, and will be billed at the rate(s) set forth in the Service Order.
 - e. Services are installed via coaxial connections to the third-party provider-supplied cable modem as the point of demarcation and utilize existing coaxial cabling at Customer's Service Location to deliver service. If extension of coaxial cabling is needed to reach the desired hand-off location, fee-based Professional Services may be required.
- iii. Digital Subscriber Line (DSL):
 - a. Speeds may be asymmetrical and vary based on distance from Customer's Service Location to the third-party network infrastructure.
 - b. Services are delivered over copper facilities and require the presence of one-pair of copper wiring at Customer's Service Location to be eligible for Service.
 - c. Services require the use of the third-party provider-supplied equipment to enable Ethernet hand-off to the Customer's networks.
 - d. Customer may request either a dynamic public IP address or a static public IP address for the Broadband Internet Connectivity Services, in each case subject to the plans and availability of the applicable third-party provider(s). Customer will be charged the rate(s) set forth in the applicable Service Order for any such IP address(es). Additional IP addresses may be provided upon request, subject to justification and the applicable third-party provider's availability, and will be billed at the rate(s) set forth in the Service Order.
 - e. Services are installed via copper connections to a third-party provider-supplied modem as the point of demarcation, and utilize existing copper wiring at Customer's Service Location to provide Services. If extension of copper wiring is needed to reach the desired hand-off location, fee-based Professional Services may be required.
- iv. 4G/5G Wireless:
 - a. A cellular-based service with asymmetric speeds that vary based on wireless options available (e.g., 4G, 5G), signal strength, and utilization of the third-party network infrastructure.
 - b. Services are delivered using wireless signaling from cell towers.
 - c. Services require the use of equipment (routers) and SIM cards that are compatible with the third-party provider's underlying wireless technology to enable Ethernet hand-off to Customer's networks.
 - d. Customer may request either a dynamic public IP address or a static public IP address for the Broadband Internet Connectivity Services, in each case subject to the plans and availability of the applicable third-party provider(s). Customer will be charged the rate(s) set forth in the applicable Service Order for any such IP address(es). Additional IP addresses may be provided upon request, subject to justification and the applicable third-party provider's availability, and will be billed at the rate(s) set forth in the Service Order.

- e. Services are installed via wireless technology enabled by a compatible SIM card and wireless modem/router at the Customer's Service Location provided by Customer or Nitel. SIM only services require Customer provided and managed equipment, otherwise, Nitel provides and manages the modem/router (the service demarcation point).
- f. 4G/5G Wireless Service shall not be used to support any PSAP engineering, including, but not limited to, as part of a state or local 911 network or transport to connect to a 911 network.
- g. Plan Types – The plan types mentioned below are subject to availability dependent on Customer's Service Location.
 - i. Pooled Plans: Plans are metered and include a predefined amount of monthly usage per individual account aggregated based on the number of Customer Service Locations participating in the pooled plan. Pooled plans allow Customer Service Locations to share an aggregate pool of monthly data, with overage charges only being applied when the sum of all usage at all Customer Service Locations exceeds the allotted amount of data included in the pool. Excess usage is billed in arrears on a per GB basis at the rate set forth in the Service Order. Pooled plans are only available for locations that have separate primary access connections under Nitel management. Plans that pool across sites are only available in the United States, and all sites in the pool must be supplied by the same third-party provider.
 - ii. Usage-based Plans: Usage-based Plans provide Customers with a pre-defined amount of monthly data usage on a per SIM card basis. These plans are designed for machine-to-machine applications and critical data. No pooling of usage across locations is included in this Service. This Service may not be used for applications such as voice communication, streaming audio or video, web hosting, or providing public Wi-Fi access. Overage is billed in arrears on a per GB basis at the rate set forth in the Service Order.
 - iii. Unlimited Data Plans: Unlimited Data Plans do not incur excess usage fees, with some plans reserving the right to lower bandwidth speeds after certain levels of data utilization are reached. These plans are designed for business use and critical data and, subject to the third-party provider supplying the Service, this Service may not allow the use of applications such as voice communication, streaming audio or video, web hosting, or providing public Wi-Fi access.
- v. Broadband wireless:
 - a. A cellular-based service with asymmetric speeds that vary based on plan type.
 - b. Services are delivered using wireless signaling from cell towers leveraging prioritized bandwidth.
 - c. Services require the use of equipment (routers) and SIM cards that are compatible with the third-party provider's underlying wireless technology to enable Ethernet hand-off to Customer's networks.
 - d. For this Service, only a static public IP address is available. Services include a single public, static IP address. Additional static IP addresses may be provided upon Customer's request, subject to justification and the plans and availability of the applicable third-party provider(s), and will be billed at the rate(s) set forth in the applicable Service Order.
 - e. Services are installed via wireless technology enabled by compatible wireless equipment to be active at the Customer's Service Location.
 - f. Plans are metered and may include a predefined amount of monthly data usage per individual account. Throttling of bandwidth and overage fees may apply when the monthly data maximum is exceeded, depending on the third-party provider and plan. Unused data does not roll over to the next month.
- vi. Low Earth Orbit (LEO) Satellite:
 - a. The download and upload speeds are asymmetrical, with higher download speeds than upload speeds and consists of two-way satellite-based Internet service.
 - b. Service is delivered using LEO satellite technology to provide two-way communication. The uninterrupted use of the Services is not guaranteed and availability may vary. Actual speeds may be lower than expected during times of high usage or after the monthly data amount has been reached. Performance varies based on location, time of day, and could be impacted by weather. Customer's Service Location needs a clear line of site to the sky for the Service to function properly.

- c. A Starlink Mini Kit or High-Performance Kit, as specified on the Service Order, is delivered to the Customer's Service Location and is required for the Service. A Mini Kit consists of a dish with an integrated Wi-Fi router, a kickstand, a pipe adapter and flat mount, a 50-foot power cable, and a 110V power adapter. A High-Performance Kit consists of an antenna/dish, wedge mount, cabling, and power. A router is required. Where Customer elects the High-Performance Kit, Customer may use their own compatible router or purchase from Nitel for an additional fee. Additional mounts and adapters are not included in the kit but can be purchased from Nitel for additional fees. Where applicable, the original equipment manufacturer's (OEM) warranty for such Kits will be passed through to the Customer, subject to the OEM's terms and conditions. A copy of the applicable warranty or a link to the OEM's warranty documentation will be provided upon request. Nitel does not provide any additional warranty beyond what is offered by the OEM and is not responsible for warranty claims or service outside the scope of the OEM's coverage. Customer may be required to contact the OEM directly for warranty support.
- d. Plans include a single dynamic IP address. A sticky public IP address can be provided upon request, but the address is not guaranteed to persist over any length of time.
- e. A static public IP address can be provided for additional fees and requires routing of traffic through one or more Nitel Points of Presence (POPs) using tunneled IP or cloud firewall technology provided by Nitel. Nitel can provide, for an additional fee, a floating, publicly accessible WAN block over an SD-WAN solution that will remain accessible as long as an underlying circuit is available. Quality of Service and allocated speeds may be negatively impacted when using Tunneled IP or cloud firewall technology as such Services may introduce latency and add overhead decreasing throughput.
- f. Customer can choose to self-install or purchase on-site Professional Services installation. . Professional Services installation is strongly recommended, particularly for rooftop or elevated installations and for any non-standard mounting scenarios. For non-fixed locations (for example, vehicles), Customer is responsible for installation and Professional Services installation is unavailable.
- g. Professional Services installation for this Service consists of the following for fixed business locations:
 - i. Installation of the High-Performance Antenna on flat topped roof using wedge mount and dish (installation on a non-flat topped roof will result in Customer being billed for additional expense)
 - ii. Connecting provided cable from antenna to power supply
 - iii. Connecting provided cable to Customer's router
 - iv. Testing of Internet prior to departure
 - v. Additional mounting hardware can be provided as needed by Nitel, subject to additional fees.
 - vi. Customer must complete a site survey form prior to shipment of the applicable Kit. This form will help identify what additional equipment will need to be ordered and shipped to the location prior to installation. Customer will be billed for any additional equipment identified and ordered based on the site survey form or on-site survey (e.g., mounts, poles, stands, ballasts) that are necessary to complete the installation.
- h. Self-installation for this Service consists of the following:
 - i. Nitel's responsibilities for self-installation are limited to (A) providing the applicable Kit specified in the Service Order and (B) activating and lighting up the Service once the Kit is installed and the terminal is online. Except as expressly stated in the preceding sentence, Nitel has no responsibility for the design, placement, mounting, power provisioning, cabling, grounding, or any other aspect of installation, integration, or configuration at the Service Location. Any recommendations stated in this Service Guide regarding placement, mounting, safety, or installation practices for these Services are provided solely for Customer's convenience and safety; they are not specifications, obligations, warranties, or representations by Nitel and do not create any responsibility or liability for Nitel.

- ii. The kit must be installed at Customer's Service Location in accordance with all instructions included in the Install Guide provided with the kit. The Service Location must have a clear view of the sky.
- iii. Installation in an elevated location is recommended.
- iv. Customer is solely responsible for (and Nitel bears no responsibility for) ensuring that installation complies with all applicable:
 - 1. Building codes and zoning laws
 - 2. Ordinances and business district or association rules
 - 3. Covenants, conditions, and restrictions
 - 4. Lease obligations and landlord/owner approvals
- v. Customers must obtain any necessary permits or authorizations and pay any related fees or charges for such permits or authorizations.
- vi. Customer is responsible for charges associated with construction or alteration to Customer property necessary for installation of kit and for restoration of Customer's Service Location following termination of a Service Order.
- vii. Customer acknowledges and accepts potential risks associated with permanent rooftop installation, including, without limitation, impairment of any warranty that applies to Customer's roof or integrity of Customer's roof membrane.
- i. To the fullest extent permitted by applicable law, Customer assumes all risks associated with self-installation of this Service and irrevocably waives, releases, and discharges Nitel, its affiliates, and their respective directors, officers, employees, agents, and contractors from any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Customer's self-installation, including, without limitation, bodily injury, death, or damage to real or personal property. Customer will defend, indemnify, and hold harmless Nitel, its affiliates, and their respective directors, officers, employees, agents, and contractors from and against any and all third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Customer's self-installation of this Service, Customer's failure to comply with applicable laws, codes, or instructions, or Customer's misuse or improper placement, mounting, or configuration of the Kit.
- j. Local Priority plans are available. Local Priority plans are for United States fixed and mobility land use within the United States (excluding maritime use). Plans are not available for residential homes, maritime vessels, or campers. Plans are metered and include a predefined amount of monthly data usage per individual account. Unused data does not roll over to the next month. Overage fees apply when the monthly data maximum is reached. Additional data usage is billed in arrears at a rate of \$1/GB for services within the United States.
- k. LEO satellite Internet tunneled IP support limitations. If tunneled IP is used to provide a static public IP address for Customer Service Locations with LEO Satellite Internet Services, Nitel cannot guarantee Quality of Service or ensure allocated speeds for traffic carried over the tunnel. Due to IPSec encryption overhead, the requirement to route traffic through a Nitel POP to assign the static IP, the potential use of SD-WAN, and other variables, additional latency and throughput reduction may occur and quality of experience may vary. This tunneled-IP limitation is in addition to the general availability disclaimers for LEO service. Professional Services cannot eliminate these inherent architectural constraints; Professional Services may assist only with configuration, validation of tunnel establishment, and confirmation of public reachability of the assigned tunneled-IP subnets.

B. Dedicated Internet Connectivity Services

Dedicated Internet Connectivity Services assign a specific amount of bandwidth, commonly referred to as Port Speed, to individual Customer connections. Unlike Broadband Internet Connectivity Services, Dedicated Connectivity Services do not share common facilities with other users within a geographic area and do not have the same performance throughput variations associated with Broadband Connectivity Services. Throughput associated with Dedicated Internet Connectivity Services perform at or near the port speeds referenced on the Service Order, subject to minor reductions due to standard network processing. The Service Commencement Date for the Dedicated Internet Connectivity Services will be the date on which Nitel issues written notice to Customer that the Service is available

for use at the applicable service location (or such earlier date, if Customer first uses the Service prior to such notice), subject to any acceptance, testing, or notice procedures expressly set forth in the Master Services Agreement. Nitel will issue written notice that the Dedicated Internet Connectivity Services are available upon confirmation that the access connection is provisioned and is capable of reaching the Internet. After Nitel notifies Customer that a Service is available, Customer may test the Service to determine if the Service is operating in accordance with the technical specifications set forth in the applicable SLA. If Customer provides Nitel with written notice that a Service is in material non-compliance with the applicable SLA within two (2) business days after Nitel notifies Customer that the Service is available, then Nitel will promptly take such reasonable action as is necessary to correct any such non-compliance in the Service and shall, upon correction, notify Customer of a new Service Commencement Date. Any non-compliance notice must contain information describing the nature of the material non-compliance with the technical specifications for the Service(s) in question. If Customer does not deliver such a non-compliance notice within the two (2) business day period, Customer shall be deemed to have accepted the Service. Installation intervals may be longer than estimated if carrier construction is required, if right of entry terms are required to be established with property management of Customer's Service Location, or if access is not timely granted to Customer's Service Location.

i. Dedicated Fiber:

- A. Speeds are symmetric and range from 5Mbps to 10Gbps, with the ordered speed for a Service Location to be specified in the applicable Service Order
- B. Services are delivered using fiber-optic connections from the Customer's Service Location to the Internet egress location.
 - i. Services require the use of the third-party provider-supplied equipment to enable Ethernet hand-off to the Customer's networks. Standard hand-off connection types are described below. Electrical (copper) Hand-Off: For facilities with less than 1Gbps bandwidth capacity, electrical hand-off is provided where supported by third-party provider(s). For facilities with less than 1Gbps bandwidth capacity where the underlying third-party provider does not offer electrical hand-off, use of a compatible Small Form-Factor Pluggable (SFP) fiber optic module is required. The SFP module connects to an SFP port on the CPE.
 - ii. Optical (fiber) hand-off: For facilities with 1Gbps or greater bandwidth capacity, , optical hand-off is standard. Use of a compatible SFP fiber optic module is required for an SFP port on a CPE.
 - iii. Nitel offers optional, fee based managed routers to support dedicated fiber deployments. In the event Nitel provides the CPE, Nitel will provide the needed SFP modules. In the event Customer provides the CPE, Customer is responsible for providing the SFP modules.
- C. Services include a /30 public, static IP address. Additional IP addresses may be provided upon request, subject to justification and the applicable third-party provider's availability, and will be billed at the rate(s) set forth in the Service Order..
- D. Services are delivered to the Customer's NID which is the demarcation point between the third party provider local access and the Customer's Service Location wiring.

ii. Hybrid Fiber/Ethernet:

- A. Speeds are symmetric and range from 10Mbps to 50Mbps, with the ordered speed for a Service Location to be specified in the Service Order
- B. Services are delivered over copper-based facilities. Customer's Service Location must be within a service area that is eligible for cable connectivity. If Customer's Service Location is within a service area that is eligible for cable connectivity but such Service Location lacks existing coaxial infrastructure, construction charges may be assessed to Customer to enable Services. Customer authorization is required prior to Nitel initiating any such special construction.
- C. Services require the use of the third-party provider-supplied equipment to enable Ethernet hand-off to the Customer's networks.
- D. Services include a /30 public, static IP address. Additional IP addresses may be provided upon request, subject to justification and the applicable third-party provider's availability, and will be billed at the rate(s) set forth in the Service Order..
- E. Services are delivered via an Ethernet hand-off to the Customer's NID and utilize existing Ethernet cabling in Customer's Service Location to deliver Service.

iii. Fixed Wireless:

- A. Options to have symmetric or asymmetric speeds, dependent on the third-party provider plan availability and will be reflected on the Service Order.
- B. Services are delivered using microwave wireless signaling from base stations to compatible third-party-supplied Customer equipment.
- C. Services require the use of the third-party provider-supplied equipment to enable Ethernet hand-off to the Customer's networks.
- D. Customer may request either a dynamic public IP address or a static public IP address for the Broadband Internet Connectivity Services, in each case subject to the plans and availability of the applicable third-party provider(s). Customer will be charged the rate(s) set forth in the applicable Service Order for any such IP address(es). Additional IP addresses may be provided upon request, subject to justification and the applicable third-party provider's availability, and will be billed at the rate(s) set forth in the Service Order.
- E. Services are delivered via microwave technology enabled by a compatible third-party provider-supplied modem at the Customer Service Location serving as the point of demarcation. Fee-based Professional Services are required to install service at Customer's Service Locations to ensure Service is functioning properly.

2. Customer Responsibilities

Customer shall have the following responsibilities related to the installation, support, and maintenance of the Service:

- A. Each Internet Connectivity Service requires specific facilities (copper pair for DSL, coaxial for Cable, Ethernet, or Fiber) at the Customer's Service Location. The Customer is responsible for providing the above-referenced facilities from the NID.
- B. Customer is responsible for completion of any site readiness requirements identified by Nitel and/or the third-party provider(s) during a site evaluation, such as appropriate designated space for equipment, power within appropriate distance, or conduit in advance of installation. Inside wiring from the Minimum Point of Entry (MPOE) to the desired location of the Customer Premise Equipment (CPE) is not included in the Nitel installation, with fee-based demarcation extensions being available when required.
- C. Where Services are delivered to a Data Center facility where Customer has colocation, Nitel will provide a Letter of Authorization - Connecting Facility Assignment (LOA-CFA) and Customer is responsible for supplying and maintaining a cross-connect to connect the Nitel-provided circuit to Customer's facilities. Where required, Nitel provides fee-based Professional Services for any wiring and/or construction work required to enable Customer to use of Service.
- D. Customer is responsible for providing support for its end-users including the first level of triage to ensure that the problem is not related to end user device issues.
- E. Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.
- F. Provide power, including UPS AC power equipment, circuit sizing to be determined, if applicable.
- G. Provide access to the buildings and point of demarcation at each Customer Service Location to allow Nitel and its approved contractors to install CPE in the event Professional Services are needed for installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) Service and maintenance of Service-related equipment and facilities.
- H. Customer must provide a point of contact for installation, Service activation, notices for Service Outages, and any maintenance activities that apply to Services.

3. Service Delivery and Service Management

- i. **Custom Installation Fee:** Each Service Order submitted by Customer may be subject to an engineering review which will determine whether and to what extent the network must be extended, built, or upgraded in order to provide the ordered Services. After any such engineering review, Nitel will provide Customer written notification in the event Service installation at any Customer Service Location will require an additional non-recurring installation fee (“**Custom Installation Fee**”). Customer shall have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Customer Service Location(s). In addition to the foregoing, if Nitel’s cost of installing the applicable Services (including any applicable construction costs) increases following Customer’s acceptance of the Custom Installation Fee such that Nitel’s internal rate of return for the applicable Services is unacceptable to Nitel, as reasonably determined by Nitel, then (i) Nitel may increase the monthly recurring charge or Custom Installation Fee, as agreed to by Customer or (ii) if Customer does not agree to such increase, Nitel may terminate the applicable Services to the affected Customer Service Location upon ten (10) days’ notice to Customer, without penalty.
- ii. **Nitel Activations and Installation:** Where Professional Services are requested or required for activation and installation, such activation and installation may be provided by third party service provider and/or Nitel technician(s), subject to availability. Customers must have resources at the installation location available on the day of installation to provide access to the technician. Customer shall use its best efforts and, at its sole cost and expense, shall furnish Nitel, its agents, employees, and subcontractors a right-of-entry and any other authorizations needed for Nitel to access equipment and sites at the Customer Service Location to perform the Professional Services. As part of the activation process, technicians perform testing to verify the Service is functioning properly. If Professional Services are used for installation, Customer will be billed for the following, if applicable or necessary to complete the installation:
 1. missed appointment fees
 2. surcharges for non-standard work hours including weekends and holidays if needed
 3. lift and ladder rentals if needed
 4. travel to remote project locations
 - a. ground travel expenses if location is more than a 30 minute car ride from a major airport (e.g., mileage, truck rental fees)
 - b. air travel if technician is required to fly into the location
 - c. hotel expenses where applicable
 - d. installers will use the most economical but reasonable means to get to the project location
- iii. **Nitel Technical Support**
 - a. Nitel provides Customers a toll-free trouble reporting telephone number that operates on a 24x7x365 basis. Nitel provides technical support for Service- related inquiries. Technical support will not offer consulting or advice on issues relating to non-Nitel Equipment. Customer is responsible for direct support for its end-users. Customer must open any tickets related to end-user issues and perform the first level of triage to ensure that the problem is not related to end-user device issues. Nitel may then communicate directly with the end-user if necessary to resolve issues.
 - b. **Escalation.** Reported troubles are escalated in accordance with Nitel’s standard escalation procedure.
 - c. **Maintenance:** Nitel’s standard maintenance window is Sunday to Saturday from 12:00am to 6:00am 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 Services are located in multiple time zones, Local Time shall refer to the U.S. Eastern Time zone. Scheduled maintenance is performed during the maintenance window and Nitel will provide a minimum of ten (10) business days’ notice for scheduled maintenance.
 - d. **Service Monitoring:** Service Monitoring includes modem or NID monitoring and automated alert and ticket generation when Service(s) become unavailable. Excluding wireless and LEO Satellite Internet services, as part of Service activation, Nitel will attempt to configure and test monitoring of Services in Nitel’s monitoring system. This requires a static IP address and Customer participation in an activation call. Such monitoring, ticketing, and support includes up/down status monitoring and alerting. After working with Customer to confirm power and cabling are in place for impacted location, Nitel works with the underlying third-party provider to resolve issues.

NITEL SERVICE GUIDE
NITEL INTERNET CONNECTIVITY SERVICES

SCHEDULE A-2
SERVICE LEVEL AGREEMENTS AND OBJECTIVES

Notwithstanding anything to the contrary contained in the Agreement, the following service level agreements (“SLA”) and objectives apply to Nitel Dedicated Internet Connectivity Services. The SLA set forth herein does not apply to Nitel Service that includes Broadband Internet Connectivity Service.

A. Definitions:

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in this Service Guide or the Master Services Agreement applicable to the Services.

“Emergency Maintenance” means efforts to correct network conditions that Nitel or a third party service provider determines are likely to lead to a material disruption in Service. Emergency Maintenance may temporarily degrade the quality of the Service or cause temporary outages. Nitel reserves the right to undertake Emergency Maintenance at any time Nitel deems necessary to protect and preserve the network used for the underlying Services or the Service.

“Planned Service Interruption” means any Service Interruption caused by Scheduled Maintenance or planned enhancements or upgrades to the network used for the underlying Services.

“Scheduled Maintenance” means upgrades, modifications or other maintenance events related to any Nitel Equipment or any of the Network equipment’s hardware and/or software, including, without limitation any local exchange carrier equipment. Scheduled Maintenance may temporarily degrade the quality of the Service or cause temporary outages. Scheduled Maintenance events shall not give rise to Service Credits under this SLA and shall not be deemed a Service Outage.

“Service Interruption” means an interruption in transmission that renders the Service unusable due to a total loss of signal for the Service. The Service shall be “Available” in the absence of a Service Interruption.

B. Service Level Agreements

Nitel’s liability, and Customer’s sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, **“Liability”**), shall be limited to the amounts set forth in the Table below with the stated percentages to be applied against the MRC (as defined below) associated with the impacted portion of the Service set forth in the Service Order (**“Availability Credit”**). For the purposes of calculating credit for a Service Interruption, the **“Length of Service Interruption”** begins when the Customer reports such Service Interruption and a trouble ticket is opened, and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption less any time Nitel is awaiting additional information or premises testing from the Customer.

In no event shall the total amount of Availability Credit issued to Customer’s account on a per-month basis exceed 50% of the total monthly recurring charge (“MRC”) associated with the impacted portion of the Service set forth in the Service Order. The Length of Service Interruptions for separately occurring Service Interruptions will not be aggregated for purposes of determining Availability Credit allowances. To qualify, Customer must request the Availability Credit from Nitel within thirty (30) days of the beginning of the Service Interruption. Nitel shall not incur any Liability, including Availability Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Customer actions, omission or equipment, CPE, or any other items set forth in the “Exceptions to Credit Allowances” section below.

TABLE 1: Availability SLA (99.99% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER CALENDAR MONTH IS CAPPED AT 50% OF THAT MONTH'S MRC FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

C. Exceptions and Terms

Emergency Blocking. The parties agree that if either party hereto, in its reasonable and sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

Remedy Processes. All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer's Nitel account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Nitel will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

Exceptions to Credit Allowances. A Service Interruption shall not qualify for the remedies set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Nitel, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

Other Limitations. The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, Liability, outage, unavailability, delay, or other degradation, or any Nitel failure to meet the service objectives.

D. Maintenance

Scheduled Maintenance. Nitel will use commercially reasonable efforts to perform all Scheduled Maintenance between the hours of 12:00 midnight and 6:00 AM Local Time. "Local Time" refers to the time of day at the affected Service Location; provided, however, that if affected Services are located in multiple time zones, Local Time shall refer to the U.S. Eastern Time zone.

Emergency Maintenance. The performance of Emergency Maintenance may degrade the quality of Services and may result in total disruption of Service. Nitel may undertake Emergency Maintenance at any time that it deems necessary in its sole discretion. Nitel shall provide Customer notice of Emergency Maintenance as soon as is reasonably practicable under the circumstances.