

Section 1: Ethernet Terms and Conditions Supplement

1.1 Definitions.

- 1.1.1 **Ethernet.** The engineering, installation, maintenance and repair services provided by altafiber to Customer necessary to interconnect multiple LANs to form a MAN for data transmission.
- 1.1.2 **Customer's location.** A location specified by the Customer for the purposes of terminating network such as the Customer's premises or the building where the off-premises extension terminates.
- 1.1.3 **Demarcation Point.** The point of physical separation of altafiber's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for Ethernet service presented by altafiber to Customer.
- 1.1.4 **Local Area Network (LAN).** A network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings.
- 1.1.5 **Metropolitan Area Network (MAN).** A network connecting computers and other peripheral equipment for data communications over a larger geographical area than a LAN, usually within a city or region.
- 1.1.6 **Permanent Virtual Circuits (PVC).** A static logical connection used in packet and cell switched networks between two end points. Permanent Virtual Circuits support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each permanent circuit in the network.
- 1.1.7 **Quality of Service (QoS).** Defined as a way to prioritize service for applications that are sensitive to latencies or delays. It is the primary form of intelligent bandwidth management that allows service levels to be specified for different traffic types.
- 1.1.8 **Unprotected Ethernet.** The standard Ethernet service.
- 1.1.9 **Virtual LAN (VLAN).** A static logical connection used in packet networks for point-to-point, point-to-multipoint, and multipoint-to-multipoint. Virtual LANs support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each VLAN in the network, and are enforced by using VLAN Tagging.
- 1.1.10 **VLAN Tagging (802.1q).** A way to label different traffic types so they may be differentiated from each other. It is another form of intelligent bandwidth management that can allow service levels for different traffic types.

1.2 Services and Rates.

- 1.2.1 Ethernet service will be provided as specified on the attached Pricing Agreement.
- 1.2.2 Customer may move the location of its Ethernet service to a location where sufficient central office capacity and outside plant facilities are available and retain the current contract term and monthly rates, but initial nonrecurring charges will be reapplied. The termination charges outlined in this Supplement are applicable if Customer terminates this Agreement because of a move to a location where sufficient central office capacity or outside plant facilities are not available.
- 1.2.3 Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on altafiber's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.
- 1.2.4 Customer may add additional ports to its Ethernet service at the rates in effect at the time of such addition, provided altafiber has sufficient existing equipment capacity and outside plant facilities to support such addition. If sufficient equipment capacity or outside plant facilities are not available, Customer will be responsible for any special construction or other charges required adding such additional port(s) to its Ethernet service.
- 1.2.5 Any other regulated services not listed herein which are provided by altafiber to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. altafiber shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Ethernet service.

1.3 Provisioning.

- 1.3.1 altafiber will provide Ethernet service for one or more of the following types of LANs, as specified by Customer on the attached Services Agreement: Ethernet LANs operating at a variety of speeds. Permanent Virtual Circuits (PVC) and/or VLANs, facilities redundancy, and other “optional” features relating to Ethernet are also available to Customer at rates, terms and conditions to be agreed upon.
- 1.3.2 altafiber will provision Ethernet service in proper working order on altafiber’s side of the Demarcation Point by the agreed upon installation date. Customer will provide appropriate environmental conditions for altafiber’s customer premise equipment, which shall include, but not be limited to the following: 110/125 volt AC; 15 or 20 amp non switched circuit on UPS, if possible; Standard 110 3 – prong grounded outlet. Temperature between 40 and 100 degrees F. Humidity between 5% and 90% non-condensing. Security Access to this space that houses the Ethernet Service equipment must be restricted to authorized personnel only
- 1.3.3 Ethernet will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair Ethernet. altafiber reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. altafiber will attempt to notify the Customer in advance according to the attached Ethernet Service Agreement.
- 1.3.4 If a major outage to altafiber’s network occurs, including Ethernet, altafiber will use reasonable efforts to restore Ethernet service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.
- 1.3.5 altafiber will furnish Customer with a telephone number, which Customer will use to report any trouble with Ethernet.
- 1.3.6 Unless otherwise agreed in writing, altafiber will provide Ethernet service for data transmission only.
- 1.3.7 The electrical signals of Ethernet operate in compliance with the following American National Standard Institute (“ANSI”) or IEEE standards for Ethernet LANs operating at a Native Mode of 384 Kbps, 768 Kbps, 1.544 Mbps, 3 Mbps, 4.5 Mbps, 6 Mbps, 10 Mbps, IEEE Standard 802.3 or 100 Mbps and 1000 Mbps (a.k.a., GigE or 1 Gigabit), IEEE Standard 802.3u (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).
- 1.3.8 Ethernet supports the following interfaces:(i) RJ45 10 base T and 100 base T connections, for Ethernet LANs operating at a variety of speeds, and (ii) SX or LX Gigabit Interface Connectors for Ethernet LANs operating at a Native Mode of 1000 Mbps (a.k.a., GigE or 1 Gigabit).The standard equipment setting for a 1.5Mbps to 10Mbps circuit is 10Mbps full duplex setting. Circuit speed greater than 10Mbps, but, less than 100Mbps will be hard-coded 100Mbps full duplex setting. Gig-E speed is set at auto-negotiate.
- 1.3.9 An initial port is required in order to provide Ethernet to a Customer’s location. Additional ports are only available to a Customer’s location with at least one initial port.
- 1.3.10 Additional port discounts do not apply to different Customers at the same location.
- 1.3.11 The Customer must subscribe to the initial port in order to subscribe to an additional port. If the initial port is terminated at a Customer’s location, then all Ethernet service will be terminated at that location unless Customer wants to re-specify one of the additional ports as the initial port with the appropriate rates applied. An additional port can be terminated without terminating the initial port to a Customer’s location.
- 1.3.12 If the Customer subsequently orders an additional port and the contract period for the initial port has not expired, then the following applies: a) the contract period selected for an additional port must be equal or shorter than the remaining contract for the initial port or b) the contract period for the initial port will be extended to be coterminous with the contract period selected for the additional ports.

1.4 Construction Costs.

- 1.4.1 altafiber is offering Ethernet Services at the stated pricing subject to availability, and to the condition that altafiber's costs to deliver the Services to Customer be reasonable. If altafiber in its sole discretion determines that its construction costs to build the facilities to deliver the Services is excessive, then altafiber and Customer agree to enter good faith renegotiation of this Services Agreement as follows: (1) altafiber will within 10 business days of the last signature below return to Customer with an exact quote of the construction costs, at which time (2) altafiber and Customer will have five (5) business days to renegotiate to mutual agreement.

1.5 Repair – Response Time.

- 1.5.1 altafiber will use its best efforts to repair any inoperable Ethernet port within four (4) hours after a reactive or proactive trouble ticket is opened with altafiber that such port is inoperable. If such port remains inoperable for more than eight (8) hours after a trouble ticket has been opened, altafiber will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable. The total amount of all credits for any one (1) inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be altafiber's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.
- 1.5.2 Performance Standards of the Ethernet Network are as follows: Mean time to respond at the port level: 30 minutes and Mean time to repair at the port level: 2 hours. Response Time shall mean that altafiber is aware of the problem, and a ticket is opened either reactively or proactively and altafiber is beginning to take action to resolve the issue.

1.6 Maintenance.

- 1.6.1 When a Customer reports a trouble to altafiber and the problem is not found in the altafiber's facilities, the Customer is responsible for a payment of Maintenance of Service charge for the period of time from when the technician is dispatched to when the work is completed. The Maintenance of Service charges is as follows: (a) \$ 31.50 for the first fifteen (15) minutes or fraction thereof and (b) \$ 9.00 for each additional fifteen (15) minutes or fraction thereof.
- 1.6.2 If altafiber personnel initially fail to find trouble in altafiber facilities, but later discover that the trouble was indeed facilities related, then Maintenance of Service charges will not apply.
- 1.6.3 altafiber can continue to test/diagnose the problem on the Customer's premise at the rate of \$175.00 per hour, billable in half-hour increments, with a two-hour minimum.
- 1.6.4 altafiber can also be contracted to engineer and optimize the Customer's network by working on the Customer's premise. The rate for this enhanced service is \$250.00 per hour, billable in half-hour increments, with a two (2) hour minimum. This service would typically be independent of a troubleshooting dispatch, or in conjunction with a major problem/initiative, and would be initiated by the Customer.

1.7 Cancellation, Delay or Modification of Service Orders.

- 1.7.1 Cancellation of Service Order. If Customer cancels a Service Order before altafiber has completed installation of the Ethernet service, Customer must reimburse altafiber for its costs. If Customer cancels a Service Order after the Ethernet service has been installed, the termination liability set forth in Section 11 below will apply. All requests by Customer to cancel a pending Service Order are effective only if provided in writing.
- 1.7.2 Requests to Delay Installation. Customer may request to delay installation for up to thirty (30) days following the original Firm Order Commitment ("FOC") due date for no charge if such request is provided in writing to altafiber within two (2) business days of receiving the FOC due date. If Customer submits its request to delay installation after the two (2) business days after receipt of the FOC, then altafiber will bill \$100.00 for any request to change the FOC due date. However, if the customer requests a change of due date within five (5) business days prior to the communicated FOC due date, altafiber will charge \$300.00 for the FOC due date change.
- 1.7.3 Failure to Notify of Installation Delay. If the Customer fails to notify altafiber of an installation delay pursuant to Section 7.2 above, altafiber will bill for the Monthly Recurring Charge for such Ethernet service from the original FOC due date to the actual date of installation. Customer will be required to notify altafiber in writing to

reschedule an installation date.

- 1.7.4 Modification of Service Orders. If Customer requests modifications to pending Service Orders, Customer must reimburse altafiber for its actual costs incurred in reengineering and modifying the Ethernet service, including any third-party charges assessed against altafiber as a result of such modification.

1.8 Testing.

- 1.8.1 altafiber will notify Customer when the Ethernet service has been successfully installed, on a circuit-by-circuit basis, and is available for Customer's use ("Service Date"). Unless Customer notifies altafiber by the close of the second business day following the Service Date that the Service is not operational, the Service Term will commence on the Service Date. Customer also has thirty (30) days following the Service Date to conduct additional testing of the Ethernet services. If such testing indicates that the Ethernet service is not operating properly, and Customer notifies altafiber and reasonably identifies the problem, altafiber will work with Customer to remedy the problem. If altafiber reasonably determines that the problem is due to altafiber's Network or altafiber Equipment or third-party telecommunications facilities arranged by altafiber on altafiber's side of the demarcation point, then Customer will be credited for the MRCs associated with the Ethernet service from the Service Date through the date that the Ethernet service is made operational. If altafiber reasonably determines that the problem is not being caused by altafiber's Network, altafiber Equipment, or third-party telecommunications facilities arranged by altafiber on altafiber's side of the demarcation point, the Service Date will remain unchanged. altafiber is not responsible for testing failures resulting from problems with Customer's equipment.

1.9 Billing and Payment.

- 1.9.1 Unless Customer notifies altafiber otherwise, charges for Ethernet services will commence on the Service Date as defined in Section 8 above. The Service Date will not be delayed due to Customer's failure to be ready for delivery of the Ethernet service on the agreed upon installation date.

1.10 Title to Equipment and Facilities.

- 1.10.1 All equipment and facilities used by altafiber in providing Dedicated FUSE Internet Access service hereunder will remain the sole property of altafiber, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the Parties with respect to specific equipment.
- 1.10.2 Upon disconnection of Ethernet service, Customer agrees to allow altafiber reasonable access to its facility in order to recover altafiber-owned, customer edge equipment within thirty (30) days of the disconnection date. In the event Customer does not allow altafiber reasonable access to its facility within thirty (30) days of the disconnection date, Customer agrees to pay an "unclaimed equipment fee" equal to the amount of altafiber's actual cost incurred for the customer edge equipment. The actual cost for the service access switch model D fee is \$1,000. The actual cost for the service access switch model T fee is \$5,000.
- 1.10.3 Customer will be asked to execute an Access Agreement and/or other formal right of entry document authorizing altafiber to enter the premises to install and maintain altafiber facilities relating to the provision of Ethernet service. At all times, including but not limited to periods before and after installation, such facilities shall be owned by, exclusively, and shall remain the property of altafiber. The Access Agreement or other right of entry document shall continue in full force and effect until superseded by a subsequent agreement or other right of entry document. Upon Customer's request, altafiber will provide an installation plan in recognition of considerations regarding aesthetics and space. Questions regarding Access Agreements or right of entry documents should be directed to accessagreement@altafiber.com.

1.11 Termination Charges.

- 1.11.1 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Ethernet prior to completion thereof, Customer will reimburse altafiber for the actual expenses incurred by altafiber in connection with such modification prior to altafiber's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- 1.11.2 If nonrecurring charges associated with the installation of Ethernet service are waived and the Ethernet is then

terminated prior to the expiration of the Term, the Customer will become liable for payment of the waived charges.