

**PRODUCT SUPPLEMENT – MPLS  
Network Solutions  
to the  
Master Service Agreement**

This Product Supplement – MPLS Network Solutions (this “Supplement”) is incorporated by reference into and made a part of that certain Master Service Agreement (including all attachments and incorporated documents, the “Agreement”) entered into between the Seller and the Buyer, as expressly provided therein and shall be effective as of the Effective Date defined in the Service Order form. This Supplement provides additional terms and conditions governing the MPLS Network Solutions Service.

**1. SERVICE DESCRIPTIONS**

- (a) “MPLS Network Solutions” – shall mean Seller’s layer 3 data networking service that supports traditional private data networking services between multiple locations over a Multi Protocol Label Switching (“MPLS”) enabled internet protocol (“IP”) backbone. It allows for connectivity between multiple Buyer locations. It is designed to support IP access only.
  
- (b) With MPLS Network Solutions, Buyer will order WAN Interface ports (“WI’s”) for each location it desires to connect, designating the WI port speed and the WI access speed. Seller will assign a Virtual Router (“VR”) for the Buyer’s Service and each applicable Buyer location will be a member of the VR. Seller will coordinate and assign IP addresses per WI and will route IP packets according to partitioned IP address forwarding tables. Other components will be as set forth in the relevant Service Order and agreed to by both parties. Buyer will work with Seller as reasonably requested to coordinate route learning for the relevant configuration. A router or switch, as applicable, must be used to terminate Seller’s dedicated connection (e.g. T-1, Ethernet handoff, etc...). Buyer must furnish and maintain a Seller approved CPE device and Seller will have no responsibility for equipment or property past its dedicated connection (i.e. point of demarcation).
  
- (c) Routing Protocols – Seller’s network may need to interact with Buyer’s network using static routes and dynamic routing protocols including BGP4, OSPF, and/or RIP. Buyer will cooperate with such required interaction.
  
- (d) Rate Elements – Rate elements (e.g. WI’s, VR’s, IP addresses, etc.) will be as designated on Seller’s service order form, as may be amended from time to time. Charges for the Service will be as set forth on the applicable service order form. Modifications, including additional locations or attribute changes, may require a change order.
  
- (e) Class of Service – Each MPLS Network Solutions service will be subject to Seller’s Class of Service (“CoS”) parameters to prioritize traffic in the event of congestion over a given port. The CoS designation will be based on DSCP bits in the IP header of each packet. The following translations tables will apply:

<b>Diffserv Byte (Decimal)</b>	<b>PHB Format</b>	<b>ADS COS</b>
DSCP 56	CS7	
DSCP 48	CS6	
DSCP 46	EF	<b>GOLD</b>
DSCP 40	CS5	(HIGH)
DSCP 26	AF31	
DSCP 24	CS3	
DSCP 38	AF43	
DSCP 36	AF42	
DSCP 34	AF41	
DSCP 32	CS4	
DSCP 30	AF33	<b>SILVER</b>
DSCP 28	AF32	(MEDIUM)
DSCP 22	AF23	
DSCP 20	AF22	
DSCP 18	AF21	
DSCP 16	CS2	
DSCP 14	AF13	
DSCP 12	AF12	<b>BRONZE</b>
DSCP 10	AF11	(LOW)
DSCP 8	CS1	
<b>All Others</b>		<b>Undefined</b>

Based on this designation, each packet will be assigned a Gold, Silver, or Bronze CoS. The specified CoS of a packet will determine the service level that applies to the service in this Supplement. If for any reason the packet has an undefined designation, a Bronze designation will be assigned by Seller.

(c) Definitions: Capitalized terms or phrases not defined in this Supplement shall have the definitions ascribed thereto in the Agreement. In addition to terms or phrases defined elsewhere in the Agreement or this Supplement, the following terms or phrases, where capitalized, shall be defined as follows:

“Broadcast Traffic” shall mean Ethernet frames and/or IP Packets sent to all network devices on the link, subnet, or network.

“Class of Service” (“CoS”) shall mean a specified designation for the provisioning and treatment of IP packets by Seller.

“Committed Information Rate” (“CIR”) shall mean that fixed level of bandwidth up to which the Buyer shall be entitled to use for the Service. CIR shall be measured in megabits/second (Mbps) and shall take into account overhead inherent with Ethernet and IP technology including the preamble and inter-frame gap. Such rate shall incur a fixed recurring charge as set forth on the Service Order.

“Frame Loss Ratio” (“FLR”) shall mean a measure of the number of lost frames or packets between the ingress port and the egress port. Frame Loss Ratio is expressed as a percentage.

“Internet Protocol” (“IP”) shall mean Internet Protocol version 4 (IPv4) layer 3 network addressing.

“Layer 3 Device” shall mean a device that utilizes network addresses (IP address) to make data traffic destination decisions, not physical addresses (MAC address).

“MTU” or “Maximum Transmission Unit” shall mean the largest packet size, measured in bytes, that can be transmitted across an IP Circuit.

“Multicast Traffic” shall mean Ethernet frames and/or IP packets sent to a single destination address which then distributes to multiple network devices, each with its own destination address.

"OAM" or "Operation, Administration, and Maintenance" shall mean in-band traffic that provides system or network fault indication, performance monitoring, security management, and diagnostic functions.

"Performance Liquidated Damages" shall mean those credits issued to Buyer under Section 4.2(c) of this Supplement.

"Unicast Traffic" shall mean IP packets sent to a single destination address and network device.

## **2. PROVISIONING INTERVALS FOR FACILITIES.**

2.1 Provisioning Intervals. MPLS Network Solutions Provisioning Intervals shall be ICB, as agreed between Seller and Buyer. Seller shall use reasonable commercial efforts to meet the Scheduled Start Date set forth in the applicable Service Order FOC.

2.2 Remedies. If the Commencement Date does not occur prior to the Scheduled Service Date with regard to Services and such delay in the Commencement Date is not due to a Force Majeure Event or an act or omission of Buyer, Buyer's Users or their respective representatives, then the following remedies shall apply:

(a) Delay of Recurring Charge. Buyer shall not be obligated to pay the Recurring Charges until such time as the Service commences.

(b) Termination of Service. If the Commencement Date does not occur on or before sixty (60) days following the applicable FOC Scheduled Service Date, then Buyer shall have the right to terminate the applicable Service by providing written notice to Seller to the extent that such notice is provided prior to the Commencement Date. In such event, unless otherwise provided in the Service Order, Buyer shall not be obligated to pay, and shall receive reimbursement for any amounts previously paid with regard to, any Recurring Charges or Non-Recurring Charges associated with such Service.

(c) **SOLE AND EXCLUSIVE REMEDIES. THE PARTIES ACKNOWLEDGE THAT THE REMEDIES IN THIS SECTION 2 SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER FOR THE FAILURE OF THE COMMENCEMENT DATE TO OCCUR PRIOR TO THE SCHEDULED SERVICE DATE OR ANY OTHER DELAY IN PROVIDING THE SERVICE.**

2.3 Supp or Deferral Rights – With respect to any Services provided entirely on Seller's Facilities, Buyer shall have the right to request up to three (3) deferrals of the Scheduled Service Date; provided that, unless otherwise agreed by Seller, in no event may Buyer request a deferral of more than thirty (30) days in aggregate from the Scheduled Service Date set forth in the initial FOC for the Service. The Supp Charges applicable to any such deferrals of the Scheduled Service Date are set forth in Seller's Miscellaneous Price Schedule. With respect to any Services provided in whole or in part on Third Party Facilities, any rights of Buyer to defer the Scheduled Service Date and any associated charges shall be determined by Seller on an individual case basis.

2.4 Facility Unavailability; Remedy for Incorrect Information – Buyer understands that certain transmission facilities may be ordered by Seller at times from third parties, including the incumbent local exchange carrier ("ILEC"). In such event, Seller will provide a FOC for orders based on information provided from the third party. Should such information be incorrect and not as originally represented to Seller, Seller may require modifications to the Service Order and respective FOC, including the number and type of facilities ordered and the pricing therefore. Should Buyer not desire the revised terms, Buyer shall notify Seller within two Business Days of receiving notice of the change in terms of such rejection and such Service Order will be cancelled without liability for either party related to such order.

## **3. TESTING PROCEDURES FOR FACILITIES.**

3.1 Testing Standards. Tests of each Service provided on Seller's Facilities shall be made to determine whether the Service complies with the following specifications:

(a) MPLS Network Solutions - The applicable Service will successfully meet the CoS Performance Objectives during the duration of the testing period at a rate of not less than 99% of CIR.

(b) Other Services – The testing procedures and criteria for acceptance shall be determined on an individual case basis and set forth in the applicable accepted Service Order or other written agreement of the Parties.

3.2 Testing Periods. Seller will use a reasonable duration for the tests for Services provided on Seller's Facilities.

## **4. PERFORMANCE AND OPERATING STANDARDS FOR FACILITIES**

4.1 Availability. If a Service Outage (as defined below) occurs with respect to Services provided entirely on Seller's Facilities and Seller is unable to provide the Services, then Seller will credit Buyer's invoice for the applicable period with an amount equal to the Service Outage Credit (as defined below) in the month following the request by Buyer and determination of the applicable Service Outage Credit pursuant to the provisions set forth below; provided that Buyer must request such Service Outage Credit and such request must be made within thirty (30) days of the applicable Service Outage.

4.2 Service Outage. A "Service Outage" shall mean that Buyer is unable to exchange IP packets over the Service via the Network Port.

(a) A Service Outage shall begin upon the Seller's receipt of written notice from Buyer of the Service Outage and shall end upon the correction of the loss of service.

- (b) Notwithstanding the above, a Service Outage shall not be deemed to have occurred and no Service Outage Credits will apply:
- (i) during periods (A) of less than ten (10) minutes, (B) in which Seller is not given access to its Facilities or equipment that are required to provide the Services or to remedy any Service Outage, (C) in which planned or scheduled maintenance and repair activities are occurring, (D) in which Buyer or its User continues to use the Services on an impaired basis, or (E) that are not reported to Seller within thirty (30) days of the date the Service was affected;
  - (ii) for interruptions that are caused by or due to (A) acts or omissions of Buyer, its User or another third party, (B) the failure or malfunction of facilities or equipment not owned or operated by Seller, including without limitation the failure of the power supply, or (C) a Force Majeure Event or (D) disconnections by Seller for non-payment or other contract default or breaches by Buyer; and
  - (iii) for Services utilizing in whole or in part Third Party Facilities.

(c) **Service Outage Credit.** With respect to a Service Outage, the Service Outage Credit shall be equal to an amount equal to (a) the Recurring Charge applicable to the affected Service during the calendar quarter in which the Service Outage occurred multiplied by (b) the number of hours or fractions thereof that the Service Outage occurred during the applicable period divided by 2160 hours. Service Outage Credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to government fees, taxes, surcharges and similar additional charges, nor are credits available for any usage based Services. **BUYER'S RIGHT TO RECEIVE SUCH SERVICE OUTAGE CREDIT SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE SELLER'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF A SERVICE OUTAGE OR FOR ANY OTHER CLAIM THAT SELLER FAILED TO MEET ITS OBLIGATION IN THE PROVIDING OF THE SERVICE.**

**4.3 PERFORMANCE LIQUIDATED DAMAGES. FOR THIS SUPPLEMENT, THE REMEDIES OF BUYER IN SECTION 4.2(C), HEREOF SHALL CONSTITUTE BUYER'S PERFORMANCE LIQUIDATED DAMAGES FOR THE SERVICE OFFERED UNDER THIS SUPPLEMENT AND CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY PERFORMANCE FAILURE RELATED TO OR ARISING FROM THE SERVICE OFFERED HEREUNDER.**

## **5. RULES AND REGULATIONS FOR USE OF THE MPLS NETWORK SOLUTIONS SERVICE**

(a) As a condition of Buyer's use of the Service, Buyer warrants to Seller that neither it nor its Users will use the MPLS Network Solutions Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. Buyer agrees to abide by, and shall cause its Users to abide by, all applicable local, state, national and international laws and regulations. Buyer is solely responsible for all acts or omissions that occur under its account, including the content of Buyer's and its Users' transmissions through the MPLS Network Solutions Service.

(b) Buyer agrees that it and its Users shall comply in all respects with Seller's Acceptable Use Policy ("AUP"), as set forth under the AUP link at [www.dobson.net/legal/](http://www.dobson.net/legal/). Buyer acknowledges that it has reviewed and agrees to the provisions of the AUP.