

**PRODUCT  
SUPPLEMENT  
DEDICATED  
INTERNET ACCESS  
To the  
Master  
Service  
Agreement**

This Product Supplement —Dedicated Internet Access (this “Supplement”) is incorporated by reference into and made 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 Dedicated Internet Access Services.

**1. SERVICE DESCRIPTIONS**

**A. Dedicated Internet Access**

1.1 "Dedicated Internet Access" or "DIA" shall mean a dedicated high-speed connection to the Internet. Over a single access port connection ("Port"), Buyer may select from several connectivity options, and speeds as set forth on any Service Order. The available configurations are subject to technical limitations, and Seller shall determine the actual allowed and available configurations from time to time consistent with then current technical considerations. Among other things, due to protocol overhead, IP addresses may be assigned to Buyer by Seller as deemed appropriate by Seller at rates agreed to by the Parties, but such IP addresses remain the property of Seller and are not transferred to Buyer or its User upon termination or expiration of this Supplement or any respective Service Order. Buyer and its Users will promptly return such IP addresses, and cooperate with any additional documentation of same, upon termination or expiration of this Supplement or any respective Service Order.

1.2 Technical Specifications. The Dedicated Internet Access Service and related offerings shall conform with the technical standards as specified by the Internet Engineering Task Force ("IETF").

1.3 Service Options: DIA may be offered in two service types: "Committed Bandwidth" or "Bursting Service". The selected type of service, pricing and length of term commitment shall be specified on the Service Order form.

- (a) "Committed Bandwidth" is the provision of a fixed capacity internet access port. A fixed capacity Port is provisioned as a Port set to the bandwidth purchased by Buyer, giving Buyer the ability to use the full Port bandwidth. The monthly Recurring Charge ("MRC") is fixed each month and does not change due to usage of the Port.
- (b) "Bursting Bandwidth" allows the Buyer to use bandwidth above its Committed Bandwidth rate up to levels as agreed to in the Service Order consistent with the terms herein. The charge for Bursting Bandwidth shall be calculated as follows: Seller will measure bandwidth usage, in five (5) minute intervals, for each point of connection between Buyer and Seller's DIA network in two categories: incoming and outgoing traffic. At the end of each month, all data samples in each category will be sorted from highest to lowest and the top five percent (5%) of such measurements will be discarded. The highest remaining data sample in the higher of the two categories will be compared to the purchased Committed Bandwidth rate. If the highest remaining data sample is smaller than the purchased Committed Bandwidth rate, Buyer will be charged the purchased Committed Bandwidth rate. If the highest remaining data sample is larger than the purchased Committed Bandwidth rate, the highest rate will constitute the bandwidth usage level for that particular month. Buyer will be charged the appropriate amount as defined on the Service Order.
- (c) Invoicing for the MRC shall be in advance for Committed Bandwidth charges and in arrears for Bursting Bandwidth charges. Billing for a Bursting Bandwidth service period shall be billed in arrears no later than the second billing cycle following the period measured.

1.4 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:

"BGP-4 Routing" shall mean Border Gateway Protocol, version 4 ("BGP-4"), a routing protocol enabling

packets with user data to travel between remote locations on the internet and to exchange information between autonomous systems within the internet. The provision of BGP-4 is subject to certain policies and procedures which will be reviewed with Buyer upon request.

"Demarc Extension" or "Extended Demarc" shall mean a build to extend Services from Seller's stated Point of Demarcation to Buyer's Point of Demarcation. Non-Recurring Charges for any Demarc Extension will be on an individual case basis.

"DNS" or "Domain Name Server" shall mean a system for converting host names and domain names into IP addresses on the Internet or on local networks that use the TCP/IP protocol.

"E-BGP" shall mean an External Border Gateway Protocol, a routing protocol enabling packets with user data to travel between remote locations on the internet and to exchange information between autonomous systems within the internet.

"HSRP" shall mean a Hot Standby Routing Protocol, a proprietary routing protocol from CISCO for fault tolerant IP routing which enables a set of routers to work together to present the appearance of a single virtual router or default gateways to the hosts on a local area network ("LAN").

"Internet Protocol Address" or "IP Address" shall mean an address in four-part numerical format that uniquely identifies a computer accessible over a TCP/IP-based LAN or the Internet, for example, 127.0.0.10.

"Local Loop Service" shall mean any transport service requested by Buyer and provided by Seller to connect a site with a Port.

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

2.1 Provisioning Intervals. All DIA services shall be provided by Seller on an individual case basis and as 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 Date, then Buyer shall have the right to terminate the applicable DIA 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 as 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.

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

Seller agrees to use reasonable commercial efforts throughout the provisioning process so that the Service, when tendered to Buyer, meets the technical specifications set forth in this Supplement.

## **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 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) Availability Factor: The following Availability Factors shall apply to DIA Services that are provided entirely on Seller's Facilities:
  - (i) Port Only – 99.999%
  - (ii) Port with Ethernet Private Line Service - 99.0%The Availability Factors set forth above shall apply for each calendar quarter and is a measurement of the percent of total time that Service is operative and deemed available to Buyer in accordance with the above specifications when measured over such period. The Availability Factor for any other Service will be as agreed to by Seller and Buyer in writing.

- (d) Service Outage Credit. With respect to a Service Outage, the Service Outage Credit shall be 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 2.2(C) and 4.2(D), 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 DIA SERVICE**

- (a) As a condition of Buyer's use of the DIA Service, Buyer warrants to Seller that neither it nor its Users will use the DIA 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 DIA 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.