

II. Managed Internet Transit Services (“MITS”)

This MITS Services schedule describes the nature of the MITS Service (“Services”) offered by WIN, LLC to Customer. The terms, conditions, requirements, and specifications herein may be revised from time-to-time.

1. SERVICE SPECIFICATIONS

1.01 *Internet.* WIN provides Internet connectivity from its sister company, Airstream Communications, LLC, AS 11796 and AS 26652.

- A. Available Dedicated Communications Transmission Capacity Data Rates. *2 Mbps to 100 Gbps.*
- B. Connection Options. Unprotected or protected transport or dual homing to diverse core routers.
- C. Protocol Requirements. Static routes or BGP, IPv4 and IPv6.
- D. Upstream Connectivity. Multiple upstream transit and peering connections from geographically diverse interconnection facilities: Minneapolis; Madison; Chicago; Ashburn, VA; and San Jose, CA. Proactive traffic engineering to optimize low latency, high availability performances.
- E. On-Net Content. Netflix Open Connect Appliances, Google Global Caches, Akamai caches, Facebook caches.
- F. Monitoring. WIN can monitor bandwidth levels, latency, packet loss, and other attributes on each internet Customer connection.
- G. Other Services. IPv4 address acquisition, router administration, router configuration back-ups, and other services may be ordered from WIN on a time and materials basis and in accordance with terms agreed to in writing between WIN and Customer.
- H. IP Addresses. One (1) block of Internet Protocol (IP) addresses (typically a /31, or a /30 if required by Customer’s network) that will enable Customer to connect to WIN’s Internet is typically included in the MRC for MITS Service. Upon request and subject to approval by WIN, Customer may purchase alternative IP address blocks at an additional monthly charge of \$1.00 per IP, or WIN’s then-current rate. In all cases, monthly billing will be based on the actual IP block assigned to the Customer.

2. ACCEPTABLE USE POLICY.

Customer’s use of Services shall be in accordance with WIN’s Acceptable Use Policy (“AUP”), the current version of which is set forth at <https://www.airstreamcomm.net/page/policies>, or the acceptable use policies of Third-Party Providers, as applicable. WIN reserves the right to change the AUP from time to time.

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3. RESALE OF SERVICES.

Services provided to Customer hereunder are limited to use by Customer and End Users. “End Users” means Third-Party retail customers that purchase telecommunications services from Customer. Customer may use the Services itself and/or may resell the Services to End Users, subject to the following:

3.01 End User Services Agreement. Customer shall require End Users to enter into a services agreement that contains substantially the same terms and conditions of this Agreement and provides WIN with at least the same level of legal protection as this Agreement, including but not limited to WIN’s right to terminate Service in the event of an abuse of Service by End Users;

3.02 Restrictions on Use of Services. Customer’s End Users shall comply with all requirements and limitations regarding use of MITS as are applicable to Customer hereunder;

3.03 Compliance. Customer’s resale of MITS shall comply with all applicable federal, state, and local laws and regulations.

3.04 Reseller Indemnity. Customer shall indemnify, defend, and hold WIN harmless from and against any claim, damage, loss, liability, injury, cost, and expense (including reasonable attorney’s fees and expenses) resulting from or related to: (a) any claims by Customer’s End Users related to the purchase or use of MITS; (b) Customer’s installation, use, sale, or servicing of MITS resold to End Users; (c) any representation or warranty made by Customer, its agents, employees, or representatives with respect to any MITS resold by Customer; (d) any infringement of the intellectual property rights of any third person by Customer or Customer’s End Users; or (e) Customer’s breach of any provision related to the resale of MITS. The indemnity provided for in this subsection is in addition to and not in lieu of indemnification obligations under of the Agreement.

4. BURSTABLE BILLING CALCULATION AND CHARGES.

4.01 If Customer orders burstable Internet, the following shall apply:

- A. For burstable billing, the Total Utilized Bandwidth (defined below) is derived from a 95th percentile calculation as described below. The bandwidth utilized by Customer over and above the committed bandwidth amount set forth in the applicable Service Request (the “Bursting Bandwidth”), will be billed by WIN to Customer at 100% of the committed bandwidth rate set forth in the applicable Service Request pursuant to the calculation below.
- B. At the end of each calendar month during the term of a Service Request, WIN shall calculate the Bursting Bandwidth Charge (defined below) for such calendar month of all circuits for which Customer has ordered burstable billing, pursuant to the following formula:

- 1) Bursting Bandwidth Charge = (Total Utilized Bandwidth – the total committed bandwidth set forth in the applicable Service Request) x (the specified burst billing rate set forth in the applicable Service Request per Mbps/Gbps).
- 2) Total Utilized Bandwidth shall be calculated as follows: WIN traffic management systems poll the WIN routers for egress usage on each

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respective circuit every five minutes. The egress numbers for each poll shall be stack ranked. At the end of each calendar month during the term of a Service Request, the top five percent (5%) of the aggregate egress usage samples shall be discarded. The next highest sample measurement, representing the 95th percentile level of usage, shall constitute the Total Utilized Bandwidth for the applicable circuits for the applicable calendar month.

5. ACCEPTANCE TESTING

WIN will provide Customer with a proposed Service Activation Date by issuing a Firm Order Confirmation (“FOC”) within fifteen (15) business days of a Service Request executed by both Customer and WIN. Customer has up to five (5) business days after the proposed Service Activation Date to confirm that the Service is properly functioning. Unless Customer delivers written notice to WIN within said five (5) business day period that the Service is not properly functioning, Customer shall be deemed to have accepted the Service as of the proposed Service Activation Date and the Service Term and billing will commence. In the event Customer notifies WIN within the time period stated above that the Service is not functioning properly, then WIN shall correct any deficiencies in the Service and deliver a new FOC to Customer, after which the process stated above will be repeated. WIN will provide Customer with a written Start of Service (SOS) notice that specifies the Service Activation Date.

6. REMOVAL OF CUSTOMER EQUIPMENT

Within five (5) business days of expiration or the earlier termination of the Agreement or any Service Request, Customer shall remove all of its equipment and other personal property (which shall include any hardware or software licensed by Customer from a Third-Party) (“Customer Equipment”) from WIN property. If Customer fails to remove the Customer Equipment, WIN may, without prior notice to Customer, disconnect, remove, and dispose of Customer’s Equipment at Customer’s expense.

7. MAINTENANCE

Customer may contact WIN for maintenance and service-related issues in accordance with the WIN Maintenance and Repair Contact Escalation List. Customer shall designate a maintenance and service-related contact on the applicable Service Request.

7.01 Preventative Maintenance: “Preventative Maintenance” refers to upgrades and/or routine maintenance or necessary alteration/repair of hardware or software. Preventative Maintenance may temporarily degrade the quality of the Service, including possible interruption of communications transmission capacity. Preventative maintenance shall be undertaken between

the hours of 12:00 a.m. to 6:00 a.m. Central time. WIN will provide Customer at least five (5) days' prior notice of Preventative Maintenance.

7.02 Demand Maintenance: "Demand Maintenance" is work necessary to restore service to one or more Services and/or maintenance work required when a deficiency is found when performing Preventative Maintenance work. WIN may undertake Demand Maintenance immediately. WIN shall provide notice of Demand Maintenance as soon as is commercially practicable under the circumstances.

7.03 Emergency Maintenance or Repair: "Emergency Maintenance" is repair work not reasonably anticipated but which requires immediate action to correct conditions that are likely to cause an interruption in Service. Emergency Maintenance may degrade the quality of or cause interruptions in the Service(s). WIN may undertake Emergency Maintenance at any time deemed necessary but shall make commercially reasonable efforts to perform such maintenance within the hours identified for Preventative Maintenance. WIN shall provide notice of Emergency Maintenance as soon as is commercially practicable under the circumstances, but when reasonably possible, will provide twenty-four (24) hours advance notice. Whenever prior notice is given, Customer agrees to acknowledge notice of the emergency event in a reasonable period of time and, in all events, Customer will take necessary steps to notify its key personnel in order for WIN to correct or repair the affected area.

8. SERVICE LEVEL AGREEMENT FOR MITS SERVICE

If Customer experiences performance that does not meet the metrics set forth in this Service Level Agreement for MITS ("SLA"), Customer may be entitled to SLA credits as set forth below.

8.01 Definitions. In addition to terms defined in the Master Services Agreement ("Agreement"), the following terms shall have the meanings set forth below. In the event of any conflict between the terms of this Exhibit and the terms of the Agreement, the SLA will control.

- A. **Outage.** "Outage" is a total failure or degraded function of the Services to the extent they do not meet the applicable technical specifications and are unusable by Customer for a period greater than one minute.
- B. **Availability.** The total number of minutes during which Services are available for use by Customer (able to transmit data), divided by the total number of minutes in the calendar month, illustrated as follows:

$$\text{Availability (w/in a calendar month)} = \frac{(24 \text{ hours} \times 60 \text{ minutes} \times N \text{ days}) - \text{Outage time (minutes)}}{(24 \text{ hours} \times 60 \text{ minutes} \times N \text{ days})}$$

Where N = the number of calendar days in the month.

- C. **Time to Repair.** Time to Repair ("TTR") is the amount time between WIN's identification of an Outage and the time the Service is restored. WIN will exercise

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commercially reasonable efforts to achieve the TTR goals performance for each Service as detailed in the following table.

TIME TO REPAIR	
DISPATCH	TTR
<i>No Dispatch Requirement</i>	2 Hours
<i>On-Site Dispatch</i>	4 Hours

8.02 Availability Commitment

WIN will maintain Availability of MITS as follows:

- A. MITS Only. Where Customer receives only MITS from WIN (transmission service is not provided by WIN in conjunction with MITS), WIN shall maintain monthly Availability of MITS as follows:
 - 1) Where the Customer interface is unprotected: 99.99%;
 - 2) Where the Customer interface is protected: 99.999%.

- B. MITS and Transport. Where Customer receives Transport Service from WIN in conjunction with MITS, the applicable Committed Availability guarantee shall be determined in accordance with the Table below:

COMMITTED AVAILABILITY	
Circuit Design	Committed Availability
<u>Platinum Level</u> Diverse Points of Entry at A and Z Ends Diverse Route Ring Protected Client Interface	99.999%
<u>Gold Level</u> Diverse Points of Entry at A and Z Ends Diverse Route Ring Un-Protected Client Interface	99.995%
<u>Silver Level</u> Single Point of Entry at A/Z End Diverse Route Ring Protected or Un-Protected Client Interface	99.99%
<u>Bronze Level</u> Single Point of Entry at A/Z End Non-Diverse Route Ring	99.99%

8.03 Service Level Agreement Credit

- A. Calculation of SLA Credit. If WIN fails to meet the Availability guarantee, WIN will credit Customer as follows: for each cumulative hour MITS does not meet its Availability commitment, or fraction thereof below the Availability guarantee within a calendar month, Customer will be credited with one day's worth of monthly recurring charges.
- B. SLA Credit Process. SLA Credits will be evaluated and calculated independently for each Circuit. Approved credits will be applied on the billing cycle following the date WIN notifies Customer of its credit determination. To be eligible to receive SLA credits, Customer must report suspected Outage to the WIN Network Management Center (NMC) and open trouble ticket and request an SLA credit in writing within seven (7) calendar days of occurrence of an alleged Outage.
- C. Maximum SLA Credits. In any calendar month, service level credits provided to Customer due to failure to meet the Availability commitment shall not exceed one month's monthly recurring charges.
- D. Exclusions. The following conditions are specifically excluded from coverage under this SLA:
- 1) Scheduled maintenance;
 - 2) Service Outages attributable to Customer premises equipment, Customer premises cabling, Customer premises power, or Customer's negligence or misconduct;
 - 3) Force Majeure events;
 - 4) Outages of less than one minute;
 - 5) Time attributed to Customer's delay in responding to requests for assistance and/or access to repair an Outage;
 - 6) Networks not controlled by WIN; or
 - 7) Unavailability due to Internet attacks (DDoS, Virus, etc.).