

VI. SOFTWARE-DEFINED WIDE AREA NETWORKING (“SD-WAN”) SERVICES

This SD-WAN Services schedule describes the nature of the SD-WAN Service (“Services”) offered by WIN, LLC to Customer. Components of the SD-WAN Services may be provided by WIN, LLC and/or its affiliates including, without limitation, WIN IT Services, LLC and Airstream Communications, LLC, which shall collectively be referred to herein as “WIN.” The terms, conditions, requirements, and specifications herein may be revised from time-to-time.

1. SERVICE DESIGN.

WIN will provide Customer use of the Service as described in a Solution Design Description (“Design Description”) and one or more Service Requests. Each Customer location at which Services are to be provided (“Site”) will be documented in the Solution Design Description or in a separate Service Request executed in accordance with the Master Services Agreement. The Design Description shall identify the service configuration options applicable to all Sites including, without limitation, design topology.

2. TECHNICAL SPECIFICATIONS AND PROVISION OF SERVICE.

SD-WAN is an overlay architecture that abstracts software from hardware, enabling network virtualization and moving the control layer of traditional hardware-based networking to the cloud, centralizing and simplifying network management.

2.01 *Management Device.* Services will be provided through the use of one or more management devices (either physical or virtualized) at each Site (“SD-WAN Management Device”) which will be supplied, owned, and maintained by WIN throughout the Service Term, provided that WIN may request assistance from Customer in completing certain functions related to the SD-WAN Management Device including, without limitation, power cycling the device, seating or reseating cables or other connectors, connecting to or disconnecting from power supply, and other functions required to set up, maintain, or troubleshoot. The SD-WAN Management Device will function as the aggregation point for all connectivity to a Site and will facilitate configuration of advanced SD-WAN features and options. The model and quantity of devices will be determined by the bandwidth and connectivity requirements of a given Site and will be documented on the applicable Service Request and/or Solution Design Description.

2.02 *Power Requirements.* Customer will be responsible for providing power to the SD-WAN Management Device at each Site via one (1) or two (2) (depending on device model) 120V AC outlets. Battery or other backup power options are recommended and must be provided by Customer.

2.03 *Connectivity Requirements.* In order for WIN to provide the SD-WAN Services to a Customer Site, Internet or Private Line connectivity must be available at the Site. The

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connectivity may be pre-existing or provided by Customer, or provided by WIN pursuant to a separate order under the terms and conditions of WIN's Transport Services and/or Managed Internet Transit Services, or procured on Customer's behalf from a Third Party Provider pursuant to a separate order. If Internet or Private Line connectivity at a Site is unavailable at any time, the SD-WAN Management Device at the Site will be inoperable. Connectivity at a given Site may consist of any agreed-upon combination of the following types:

- Dedicated access private line ("Private Line"). Provides private line dedicated communications transmission capacity utilizing a variety of established transport protocols. Generally, supports IEEE 802.3 (Ethernet), IEEE 802.1Q (VLANs), IEEE 802.1p, IETF RFC 2474/2475, IPv4 unicast/multicast and IPv6 unicast/multicast traffic.
- Dedicated Internet Access ("DIA"). Provides secure Internet access with dedicated, synchronous bandwidth.
- Broadband Internet Access ("Broadband"). Provides Internet access with shared, asymmetric bandwidth, typically on a "best efforts" basis.
- Wireless Broadband Internet Access ("Wireless"). Provides failover or primary connectivity via cellular, fixed wireless radio, or satellite signals, typically offered on a "best efforts" basis.
 - 1) *Service Accessibility*. Availability of Wireless access service is qualified by United States Postal Service address and ZIP Code. Wireless access service is subject to variability in signal strength based on factors including, but not limited to, transmission equipment capacity, wireless tower location, physical structure interference, environmental interference, and competing wireless wavelength interference.
 - 2) *Billing for Usage*. Billing for cellular Wireless connections is typically metered and charges will be based on bandwidth usage, including any usage for general device or service management. Customer will be responsible for all charges incurred for Wireless usage at a Site in excess of any bandwidth included in the Monthly Recurring Charges for that Site, as indicated on the relevant Service Request.

2.04 *WAN Configuration and Optimization*. WIN will configure Services according to Customer requirements as documented in the Design Description or a Service Request. Available configuration options include:

- Traffic Optimization. WIN will configure Services to optimize traffic flow across available WAN connections for applications and/or block access to certain applications or services per pre-defined Customer requirements.
- Traffic Segmentation. WIN will segment network traffic according to pre-defined Customer requirements.

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- Network Topology. WIN will configure the network as needed based on pre-defined Customer requirements and the Design Topologies described further below.

3. SOLUTION TOPOLOGIES.

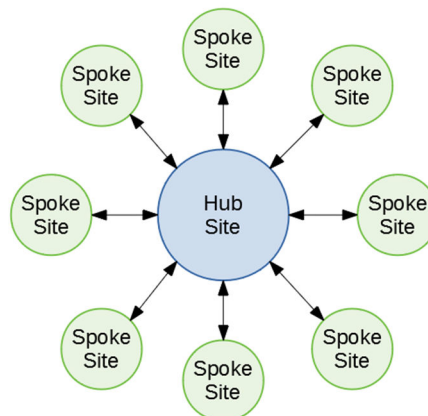
3.01 SD-WAN Services are available in the solution-wide design topologies outlined below, each of which may utilize one or more of the connection types described above on a Site-by-Site basis. Subject to availability, Services at a given Site may be provided in a WIN-Certified Highly Available Managed SD-WAN Hub (“H-A Hub”) environment meeting the following specifications at a minimum:

- Redundant SD-WAN Management Devices in production at hub location (“Active-Active”);
- Redundant and diverse WAN connections;
- Redundant cellular backup connections (one per SD-WAN Management Device); and
- Redundant A and B power feeds.

Subject to availability of facilities, H-A Hub Sites may be located in WIN-owned or -operated facilities meeting or exceeding the specifications above.

1. Hub and Spoke (Figure 1). A single hub location with any number of spoke locations. Network traffic is only able to route from the spoke(s) to the hub; network traffic is not able to route directly from one spoke to another.

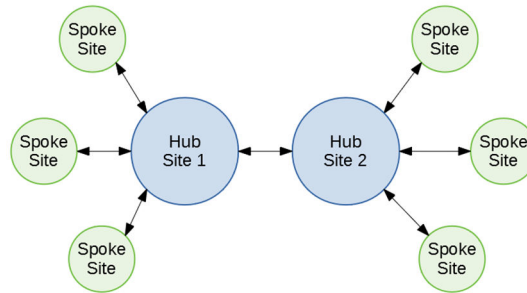
Figure 1 - Hub-and-Spoke



2. Dual Hub-and-Spoke (Figure 2). Two hub locations with any number of spoke locations. Network traffic is only able to route from the spoke(s) to the hubs and from one hub to the other; network traffic is not able to route directly from one spoke to another.

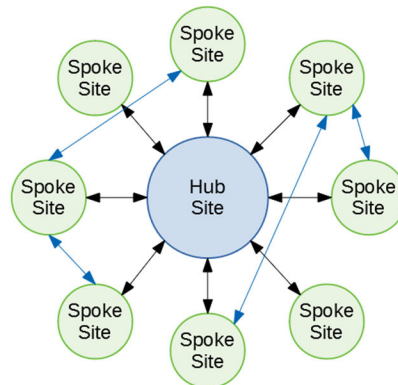
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Figure 2 – Dual Hub-and-Spoke



3. Partial Mesh (Figure 3). One or more hub locations with any number of spoke locations. Network traffic is able to route from all spokes to any hub and is also able to route from a limited number of spokes to each other (subject to Customer

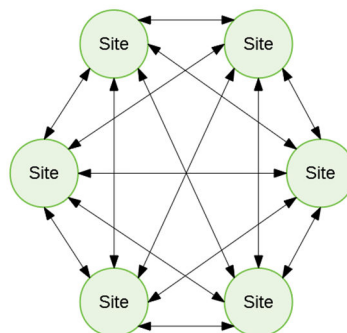
Figure 3 – Partial Mesh



specifications and as documented on the applicable Service Request(s)).

4. Full Mesh (Figure 4). Network traffic is able to route from any Site to any other Site within the WAN.

Figure 4 – Full Mesh



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5. Point-to-Point (Figure 5). Network traffic is able to route between two locations only.

Figure 5 – Point-to-Point



4. SERVICE ACTIVATION.

For each Site, WIN will ship (or otherwise deliver) the SD-WAN Management Device(s) to the Site. Provisioning and setup of the SD-WAN Management Device(s) will be conducted either by a WIN-designated technician or by Customer following instructions and materials provided by WIN. WIN will notify Customer when communication between the SD-WAN Management Device at the Site and WIN’s centralized management application has been established (the “Service Activation Date”). Unless Customer delivers written notice to WIN within five (5) days of the Service Activation Date (“Testing Period”) that the Service is not properly functioning, Customer shall be deemed to have accepted the Service as of the Service Activation Date and the Service Term and billing will commence. In the event that Customer notifies WIN within the Testing Period that the Service is not functioning properly, then WIN shall correct any deficiencies in the Service and notify Customer of the updated Service Activation Date, upon which the Testing Period will begin again. WIN will provide Customer with a written Start of Service (“SOS”) notice that specifies the Service Activation Date.

5. CHANGE ORDERS.

During the Service Term for a given Site, the Parties may modify the Services provided to the Site or to all Sites by means of a Service Request or an amendment to the Solution Design Description executed by both Parties (“Change Order”). Such Change Order shall outline any modifications being made to the Services. Service enhancements or implementation of additional features (“Additional Services”) may result in increases to the total monthly recurring charges for the Site and/or non-recurring charges which shall be outlined in the Change Order including, without limitation, non-recurring charges for Service configuration changes made at WIN’s standard hourly rate of \$175/hour. Removal or discontinuation of portions of the Service (“Discontinued Services”) shall not result in any change to the applicable monthly recurring charges, however Customer may request service enhancements of equal or lesser value to replace the Discontinued Services at the same Site (“Replacement Services”) with no change to the monthly recurring charges, and WIN may accept or reject such requests in its sole discretion. If the monthly recurring charges for such Replacement Services exceed those of the Discontinued Services, the total monthly recurring charge for the Site shall increase by the difference in value between the Replacement Services and the Discontinued Services. Notwithstanding the foregoing, Customer

shall be liable to WIN for one hundred percent (100%) of any early termination charges or ancillary fees assessed to WIN by any Third-Party Provider in connection with the Discontinued Services. In all cases, Replacement and/or Additional Services are subject to availability and capacity of facilities which will be determined by WIN.

6. CUSTOMER EQUIPMENT.

WIN is not responsible for the results of Customer's use or the compatibility of Customer Equipment (as defined below). In the event Customer Equipment impairs Customer's use of access connections or the Services provided hereunder, Customer is nevertheless responsible for payment of any and all charges associated with the Service. "Customer Equipment" includes all Customer owned or provided hardware and software used by Customer.

Within five (5) business days of expiration or the earlier termination of the Agreement or any Service Request, Customer shall remove all of 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

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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.