

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. 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 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. 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.

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. In order to provide the SD-WAN Services to a Customer Site, Internet or Private Line connectivity must be available at the Site. The connectivity may be pre-existing or provided by Customer, or it may be ordered from WIN in conjunction with the SD-WAN Service. 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. Upon request, subject to availability of facilities, WIN will acquire and/or provide connectivity in support of the SD-WAN Services at each Customer Site as specified in a Service Request. Connectivity at a given Site may consist of any agreed-upon combination of the following types:

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- A. 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.
- 1) *WIN-Provided*. WIN private line connections are transported over our fiber optic network and delivered via Ethernet at rates from 10 Mbps to 10 Gbps. Demarcation is provided via a fiber or copper handoff using an agreed-upon optical or electrical pluggable.
 - 2) *Third-Party-Provided*. WIN will order and manage connections from a Third-Party Provider. Third-Party Services will function and perform in accordance with the service level obligations, if any, provided by the Third-Party Provider to WIN.
- B. Dedicated Internet Access (“DIA”). Provides secure Internet access with dedicated, synchronous bandwidth.
- 1) *WIN-Provided*. WIN provides Internet connectivity from its sister company, Airstream Communications, LLC (AS 11796 and AS 26652).
 - a) Available via Ethernet connections ranging from 10 Mbps to 10 Gbps.
 - b) Unprotected or protected transport or dual homing to diverse core routers.
 - c) Static routes or BGP, IPv4 and IPv6.
 - d) Multiple upstream transit and peering connections from geographically diverse interconnection facilities around the country. Proactive traffic engineering to optimize low latency, high availability performances.
 - 2) *Third-Party-Provided*. WIN will order and manage connections from a Third-Party Provider. Third-Party Services will function and perform in accordance with the service level obligations, if any, provided by the Third-Party Provider to WIN.
- C. Broadband Internet Access (“Broadband”). WIN shall order and manage asymmetric shared bandwidth Broadband connections from a Third-Party Provider. Third-Party Services will function and perform in accordance with the service level obligations, if any, provided by the Third-Party Provider to WIN.
- D. Wireless Broadband Internet Access (“Wireless”). Provides failover or primary connectivity via cellular, fixed wireless radio, or satellite signals, generally offered on a “best efforts” basis.
- 1) *Third-Party-Provided*. WIN will order and manage connections from a Third-Party Provider. Third-Party Services will function and perform in accordance with the service level obligations, if any, provided by the Third-Party Provider to WIN.
 - 2) *Service Accessibility*. Availability of wireless access service is qualified by United States Postal Service address and ZIP Code. Wireless access service

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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.

- 3) *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 Broadband Internet Access 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 *Monitoring*. WIN shall monitor the SD-WAN Services twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

2.05 *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:

- A. 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.
- B. Traffic Segmentation. WIN will segment network traffic according to pre-defined Customer requirements.
- C. 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.

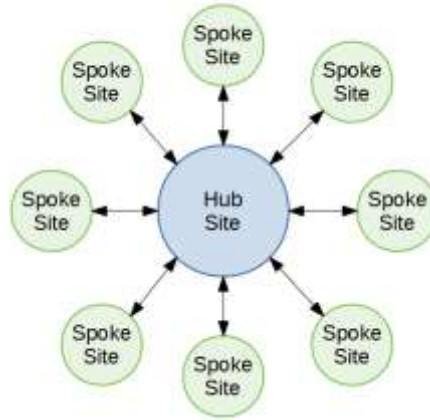
3.01 SD-WAN Services are available in the solution-wide design topologies outlined below, each of which may utilize one or more of the connection types described above on a Site-by-Site basis. In order for any Site which is dependent on another Site for connectivity to receive full SLA eligibility (as outlined in Section 7 below), SD-WAN Services to the Site(s) on which other Sites are dependent must 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.

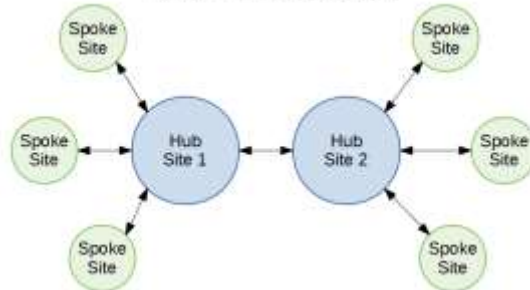
1. Hub and Spoke (Figure 1). A single hub location with any number of spoke locations. Network traffic is only able to route from the spoke(s) to the hub; network traffic is not able to route directly from one spoke to another.

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.

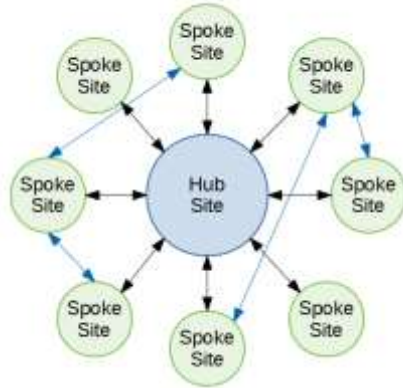
Figure 2 - Dual Hub-and-Spoke



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

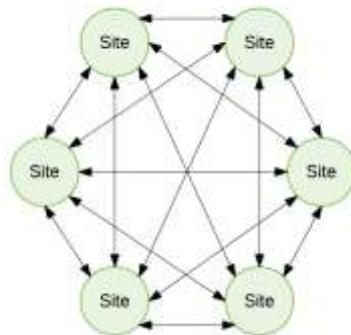
to route from a limited number of spokes to each other (subject to Customer specifications and as documented on the applicable Service Request(s)).

Figure 3 – Partial Mesh



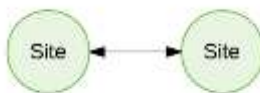
4. Full Mesh (Figure 4). Network traffic is able to route from any Site to any other Site within the WAN.

Figure 4 – Full Mesh



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

Figure 5 – Point-to-Point



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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 connectivity to the Site has been established (the “Service Activation Date”). Unless Customer delivers written notice to WIN within ten (10) 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. Additional connectivity or service enhancements (“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 connectivity or other 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. 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 Service 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 or Service Provider.

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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 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 SD-WAN ("SLA").

8.01 Objective. WIN deploys SD-WAN solutions utilizing SD-WAN hardware with wireless backup connectivity options. The SD-WAN service is offered in a range of service type and configuration options. In order for a Site to be SLA-eligible, that Site must receive each of the Site Design components for one of the levels listed in Table 1 of Section 7.04 below from WIN. Any Site that does not meet the requirements of one of the Site Design levels will be provided on a "best effort" basis.

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8.02 Definitions. In addition to terms defined in the Master Services 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 Master Services Agreement, the SLA will control insofar as it concerns the subject matter of the SLA.

- A. “Outage” is a total failure of all connectivity into a given Site, subject to the exclusions in Section 7.07 of this SLA.
- B. “Availability” is the total number of minutes during which one or more connections per Site are available for use by Customer, divided by the total number of minutes in the calendar month.

$\text{Availability (Within Calendar Month)} = \frac{(24 \text{ Hours} \times 60 \text{ Minutes} \times N \text{ Days}) - \text{Circuit Outage Time (Minutes)}}{(24 \text{ Hours} \times 60 \text{ Minutes} \times N \text{ Days})}$
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- C. “Chronic Trouble” is when a Site has four (4) or more related Outages occurring over any consecutive thirty (30)-day period. If a Site experiences Chronic Trouble for two (2) consecutive thirty (30)-day periods, Customer may disconnect the Site without any Early Termination Charges or liability.
- D. “Time to Repair” (or “TTR”) is the time between identification of a Site Outage and the time the Outage is cured. WIN will exercise commercially reasonable efforts to achieve TTR 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

8.03 Installation. WIN will exercise commercially reasonable efforts to install Service to a given Site on or before the Service Activation Date. This installation performance shall not apply to Customer Service Requests that contain incorrect information supplied by Customer, or Service Requests that are altered at Customer's request after submission and acceptance by WIN.

8.04 Availability. WIN will maintain Availability of each eligible Site and provide Customer with an SLA credit for each Outage per Table 1 below.

Table 1

Site Design	Committed Availability	Outage Duration	SLA Credit (% of Site MRC) *	Maximum SLA Credit in a Calendar Month (% of Site MRC) *
<p><u>Platinum Level</u></p> <ul style="list-style-type: none"> • One or more Private Line connections <i>and</i> • One or more Internet connections (DIA or Broadband) <i>and</i> • Dual Wireless Backup <i>and</i> • Redundant SD-WAN Management Device in production at Site location (“Active-Active”) 	100%	1-59 min 1-4 hour 4-8 hour 8-12 hour 12+ hour	20% 40% 60% 80% 100%	100%
<p><u>Gold Level</u></p> <ul style="list-style-type: none"> • One or more Private Line connections <i>and</i> • One or more Internet connections (DIA or Broadband) <i>and</i> • Wireless Backup <i>and</i> • Backup SD-WAN Management Device stored at Site location 	99.999%	1-59 min 1-4 hour 4-8 hour 8-12 hour 12+ hour	10% 25% 40% 55% 75%	75%
<p><u>Silver Level</u></p> <ul style="list-style-type: none"> • One or more Private Line connections <i>and either:</i> <ul style="list-style-type: none"> • One or more Internet connections (DIA or Broadband) • Wireless Backup 	99.99%	1-59 min 1-4 hour 4-8 hour 8-12 hour 12+ hour	5% 15% 25% 35% 50%	50%
<p><u>Bronze Level</u></p> <ul style="list-style-type: none"> • One or more Internet connections (DIA or Broadband) <i>and</i> • Wireless Backup 	99%	1-59 min 1-4 hour 4-8 hour 8-12 hour 12+ hour	0% 0% 10% 15% 25%	25%

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*For any Site which is dependent on another Site for connectivity, if Service to the Site on which other Sites are dependent is not provided in a WIN-Certified Highly Available Managed SD-WAN Hub, then in the event of an Outage at the Site on which other Sites are dependent the per-Site SLA credits for any dependent Sites will be limited to 50% of the credit amounts listed in Table 1 above.

8.05 *SLA Credit Process.* To be eligible to receive SLA credits, Customer must:

- A. Report suspected Outage to the WIN Network Management Center (NMC) and open trouble ticket; and
- B. Request an SLA credit in writing within ten (10) calendar days of occurrence of an Outage. WIN will exercise commercially reasonable efforts to respond to credit requests within thirty (30) days after receipt thereof.
- C. SLA credits will be evaluated and calculated independently for each Site. Approved credits will be applied on the billing cycle following the date WIN notifies Customer of its credit determination.

8.06 *Maximum SLA Credits.* The cumulative SLA credits issued for a Site Outage in any calendar month shall not exceed the maximum SLA credit levels specified in Table 1 above.

8.07 *Exclusions.* The following conditions are specifically excluded from coverage under this SLA:

- A. Scheduled maintenance;
- B. Outages attributable to Customer-provided equipment or cabling; negligence, misconduct, acts, or omissions of Customer or its agents; or failure of Customer-provided power at the Site;
- C. Force Majeure events;
- D. Time attributed to Customer's delay in responding to requests for assistance and/or access to repair an Outage; and
- E. Time attributed to failover to wireless backup connectivity.