

Exhibit A

Service Descriptions, Technical Specifications, and Terms of Service schedule

This exhibit includes a summary of the service descriptions and technical specifications for WIN's Services.

- I. Transport Services**
- II. Managed Internet Transit Services**
- III. Data Center Colocation Services**
- IV. Colocation/PoP Services**
- V. Dark Fiber Services**
- VI. SD-WAN Services**
- VII. Network Management Center Support Services**
- VIII. Maintenance and Repair Contact Escalation List**

I. Dedicated Communications Transmission Capacity Services (“Transport Services”)

This Transport Services schedule describes the nature of the Transport Service (“Services”) offered by WIN, LLC to Customer. The terms, conditions, requirements, and specifications herein may be revised from time-to-time. None of the specifications, terms, or Service Level Agreements in this Transport Service schedule apply to Third Party Services procured by WIN on Customer’s behalf. Any such Services will be provided according to the specifications, terms, and any service level agreements provided by the Third Party Provider to WIN.

1. TECHNICAL SPECIFICATIONS

1.01 Ethernet Service. Ethernet is a flexible and scalable (2 Mbps to 100 Gbps) transport system that utilizes a variety of established transport protocols. WIN Ethernet services generally support IEEE 802.3 (Ethernet), IEEE 802.1Q (VLANs), IEEE 802.1p, IETF RFC 2474/2475, IPv4 unicast/multicast and IPv6 unicast/multicast traffic.

- Capacity Data Rates. WIN offers dedicated communication transmission capacity data rates between 2 Mbps and 100 Gbps.
- Ethernet Service Interface and Site Requirements.
 - 1) Demarcation – Edgeless Fiber. Demarcation will be provided via an edgeless fiber (fiber patch panel) or copper handoff (media converter) using the negotiated optical or electrical pluggable per the Service Request.
 - 2) Demarcation – Managed Service Device. In the event an edgeless service is not feasible, WIN will make allowances for a managed service device which may result in additional charges. This managed service device will require the following:
 - a) Primary Power: -48 VDC, or possible options include +24VDC or 120VAC. Power available at site to be detailed during the engineering phase. Separate A and B power feeds for site hardware.
 - b) Back-up Power: 8-hour battery and typically generator. Customer will provide power if located in or attached to the building. Since batteries are considered hazardous material, transport equipment should not contain additional batteries unless coordinated with WIN.
 - c) Mounting: Rack space or wall mount location will be provided if inside the building. If unit is to be attached to the outside of the building, further discussion will be required.
- Interface Isolation. Fiber interface into the site. No metallic members or metallic sheath can be present in the fiber cable. Note: The fiber optic cable between the Transport Provider’s demarcation device (mounted in or on the Customer site or MSC) and the OSP system must not have metallic members. The site must be

electrically isolated from the outside world to prevent transients from entering (or leaving) the site.

- Circuit Route Design.

- 1) Services identified as having diverse points of entry on a Service Request are designed with two diverse fiber entrances into the Customer premise at the A and/or Z location. Unless designated as diverse on the Service Request, Services will be delivered via a single point of entry.
- 2) Services identified as “Protected” on a Service Request are designed with a primary route path and a secondary failover route path between the WIN nodes. Undesignated Services or Services designated as “Unprotected” are designed with a single route path between the WIN nodes.
- 3) Services identified as having a protected client interface or a “Protected Handoff” at the A and/or Z location are designed with two or more physical interfaces at the WIN demarcation point. Undesignated Services or Services designated as having an Unprotected Handoff are designed with a single physical interface at the WIN demarcation point.

1.02 *Non-Ethernet Service.*

- Specifications.

- 1) DS-1 Private Line Service. DS-1 Service operates at 1.544 Mbps having a line signal format of either Alternate Mark Inversion or Binary Eight Zero Substitution and either Superframe (D4) or Extended Superframe (ESF) formats. DS-1 service has the equivalent capacity of 24 Voice Grade Service(s) or 24 DS0 channels, AMI can support 24 each 56 Kbps channels and B8ZS can support 24 each 64Kbps channels. If not specified in the Service Request, the default framing is B8ZS.
- 2) STS-1 Private Line Service. STS-1 Service operates at 51.84 Mbps and is provided in accordance with ANSI standard T1.105.06-1996, Synchronous Optical Network (SONET)-Physical Layer applications.
- 3) DS-3 Private Line Service. DS-3 Service operates at 44.736 Mbps and is provided in accordance with ANSI Standard T1.102, T1.404 and T1.107.
- 4) OC-3 Private Line Service. OC-3 Service operates at 155.520 Mbps, is configured with three (3) separate STS-1 signaling paths and is provided in accordance with ANSI Standard T1.105 and Bellcore GR-253-CORE.
- 5) OC-12 Private Line Service. OC-12 Service operates at 622.080 Mbps with twelve (12) separate STS-1 signaling paths and is provided in accordance with ANSI Standard T1.105 and Bellcore GR-253-CORE.
- 6) OC-48 Private Line Service. OC-48 Service operates at 2.488 Gbps with forty-eight (48) separate STS-1 signaling paths and is provided in accordance with ANSI Standard T1.105 and Bellcore GR-253-CORE.
- 7) OC-192 Private Line Service. OC-192 Service operates at 9.6 Gbps with one-hundred ninety-two (192) separate STS-1 signal paths and is provided

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in accordance with ANSI Standard T1.105 and Bellcore GR-253-CORE and other applicable Industry standards.

- Interface Requirements. DS-01. USOC-RJ-48X connectors; DS-3. BNC cables; OC. SC connectors; STS-15. BNC cables.

2. ACCEPTANCE TESTING

WIN will endeavor to 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.

3. REMOVAL OF EQUIPMENT

3.01 *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 (including any licensed hardware or software) (“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.

3.02 *Removal of WIN Equipment.* Following expiration or termination of any Service Request, Customer shall, at WIN’s option, either (i) provide WIN or its agents with access to any location or premises not owned or controlled by WIN at which WIN equipment or other WIN-owned property was installed or stored pursuant to a Service Request, in order for WIN to recover such equipment or property; or (ii) return any WIN equipment or other WIN-owned property using a pre-paid shipping label to be provided by WIN. In the event that WIN requires access to recover its property Customer may require that such access be escorted but will not otherwise unreasonably deny access, provided that WIN shall make commercially reasonable efforts to give sufficient advanced notice of the need for such access and to coordinate the timing of such with Customer. If Customer has not returned or allowed WIN to recover its property within thirty (30) days of the termination of the relevant Service despite WIN’s reasonable efforts to arrange for such return or recovery, WIN may invoice Customer for the full replacement value of the unrecovered equipment or property, and Customer will pay such invoice within thirty (30) days of the date thereof.

4. 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.

4.01 *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.

4.02 *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.

4.03 *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.

5. SERVICE LEVEL AGREEMENT FOR TRANSPORT SERVICES

WIN will provide Customer with capacity for transmission of digital signals as specified in each Service Request and applicable technical specifications. If Customer experiences performance that does not meet the metrics set forth in this Service Level Agreement for Transport Services (“SLA”), Customer may be entitled to SLA credits as set forth below.

5.01 *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 Exhibit will control.

- Outage. “Outage” is a total failure or degraded function of the Services to the

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extent they do not meet the applicable technical specifications and are unusable by Customer for a period greater than one minute.

- **Availability.** The total number of minutes during which Services are available for use by Customer, 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.

- **Chronic Trouble.** Chronic Trouble is when a Circuit has four (4) or more related Outages that occur over any consecutive thirty (30)-day period. If a Circuit has Chronic Trouble over the subsequent thirty (30) day period after clearing the initial Chronic Trouble, Customer may disconnect the Circuit without any Early Termination Charges or liability.
- **Time to Repair.** Time to Repair (“TTR”) is the amount of time between WIN’s identification of an Outage and the time the Service is restored. WIN will exercise 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

5.02 Availability. In the event WIN fails to maintain the Committed Availability set forth below, Customer may be entitled to credit in conformity with the following table:

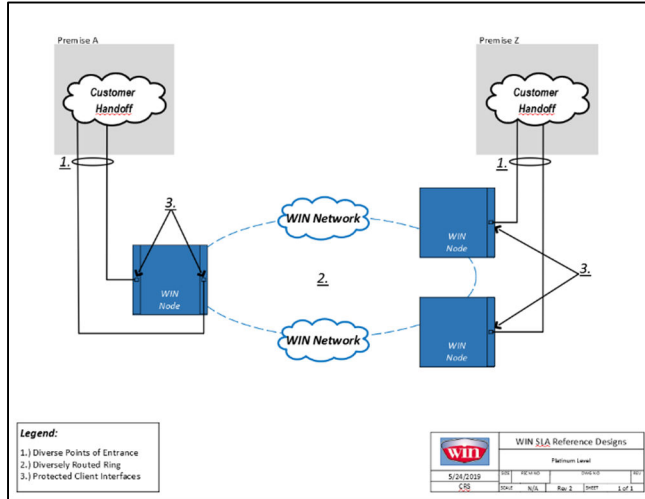
COMMITTED CIRCUIT AVAILABILITY				
Circuit Design	Committed Availability	Outage Duration exceeding Committed Availability Threshold	SLA Credit (% of MRC)	Maximum SLA Credit in a Calendar Month (% of MRC)
Platinum Level Diverse Points of Entry at A and Z Ends Diverse Route Ring Protected Client Interface	99.999%	1-59 min 1-4 hour 4-8 hour 8+ hour	25% 50% 75% 100%	100%

<u>Gold Level</u> Diverse Points of Entry at A and Z Ends Diverse Route Ring Un-Protected Client Interface	99.995%	1-59 min 1-4 hour 4-8 hour 8-12 hour 12+ hour	20% 40% 60% 80% 100%	100%
<u>Silver Level</u> Single Point of Entry at A/Z End Diverse Route Ring Protected or Un-Protected Client Interface	99.99%	1-59 min 1-4 hour 4-8 hour 8-12 hour 12+ hour	15% 30% 45% 60% 75%	75%
<u>Bronze Level</u> Single Point of Entry at A/Z End Non-Diverse Route Ring Un-Protected Client Interface	99.99%	1-59 min 1-4 hour 4-8 hour 8-12 hour 12+ hour	10% 20% 30% 40% 65%	65%

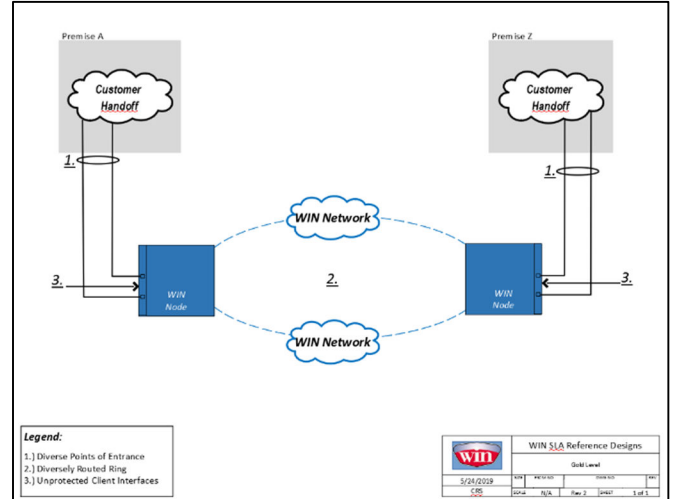
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5.03 Illustrations. The following figures illustrate the circuit configuration for each of the circuit design levels included in the table above.

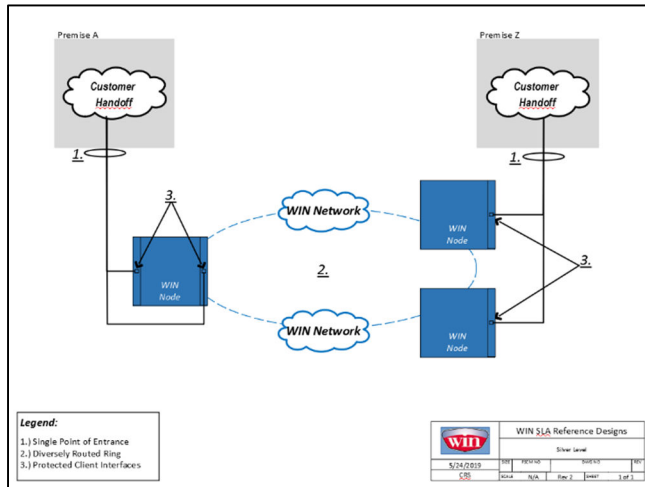
Platinum Level



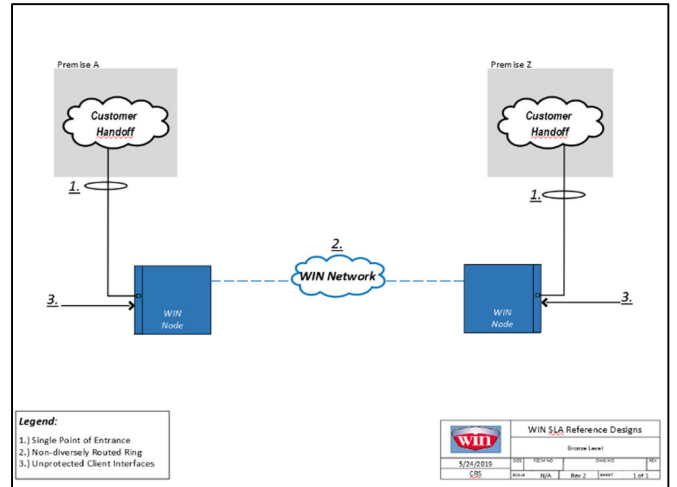
Gold Level



Silver Level



Bronze Level



5.04 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.

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5.05 *Maximum SLA Credits.* The cumulative SLA Credits issued for a Circuit Outage in any calendar month shall not exceed the maximum SLA credit levels specified in the Committed Circuit Availability Table in Section 4.02 table above.

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

- Scheduled maintenance;
- Circuit Outages attributable to Customer equipment, cabling, power, negligence, or misconduct;
- Outages attributable to Off-Net Circuits or networks not controlled by WIN.
- Force Majeure events;
- Outages of less than one minute; or
- Time attributed to Customer's delay in responding to requests for assistance and/or access to repair an Outage.

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. None of the specifications, terms, or Service Level Agreements in this MITS Service schedule apply to Third Party Services procured by WIN on Customer’s behalf. Any such Services will be provided according to the specifications, terms, and any service level agreements provided by the Third Party Provider to WIN.

1. SERVICE SPECIFICATIONS

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

- Available Dedicated Communications Transmission Capacity Data Rates. 2 Mbps to 100 Gbps.
- Connection Options. Unprotected or protected transport or dual homing to diverse core routers.
- Protocol Requirements. Static routes or BGP, IPv4 and Ipv6.
- Upstream Connectivity. Multiple upstream transit and peering connections from geographically diverse interconnection facilities: Minneapolis, MN; Madison, WI; and Chicago, IL. Proactive traffic engineering to optimize low latency, high availability performances.
- On-Net Content. Netflix Open Connect Appliances, Google Global Caches, Akamai caches, Facebook caches.
- Monitoring. WIN can monitor bandwidth levels, latency, packet loss, and other attributes on each internet Customer connection.
- 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.
- 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.

1.02 *Speed Testing.* The Service bandwidth identified in a Service Request represents the capacity available to Customer over WIN’s network for sending and receiving traffic to and from the Internet, however the actual upload and/or download speeds experienced in any given activity over the Internet will depend on a variety of factors outside of WIN’s control including, without limitation, browsers, Customer equipment, third party networks, and

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content or hosting providers. Third party speed testing tools are also subject to these factors and as such are not an accurate measure of the performance of a given Service. WIN's data and records will be the sole basis for determining Service performance.

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.

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:

- 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

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Customer at 100% of the committed bandwidth rate set forth in the applicable Service Request pursuant to the calculation below.

- At the end of each calendar month during the term of a Service Request, WIN shall calculate the Bursted Bandwidth Charge (defined below) for such calendar month of all circuits for which Customer has ordered burstable billing, pursuant to the following formula:
 - 1) Bursted 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 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 endeavor to 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 EQUIPMENT

6.01 *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.

6.02 *Removal of WIN Equipment.* Following expiration or termination of any Service Request, Customer shall, at WIN’s option, either (i) provide WIN or its agents with access to

any location or premises not owned or controlled by WIN at which WIN equipment or other WIN-owned property was installed or stored pursuant to a Service Request, in order for WIN to recover such equipment or property; or (ii) return any WIN equipment or other WIN-owned property using a pre-paid shipping label to be provided by WIN. In the event that WIN requires access to recover its property Customer may require that such access be escorted but will not otherwise unreasonably deny access, provided that WIN shall make commercially reasonable efforts to give sufficient advanced notice of the need for such access and to coordinate the timing of such with Customer. If Customer has not returned or allowed WIN to recover its property within thirty (30) days of the termination of the relevant Service despite WIN's reasonable efforts to arrange for such return or recovery, WIN may invoice Customer for the full replacement value of the unrecovered equipment or property, and Customer will pay such invoice within thirty (30) days of the date thereof.

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.

- 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.
- 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.

- Time to Repair. Time to Repair (“TTR”) is the amount of time between WIN’s identification of an Outage and the time the Service is restored. WIN will exercise 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:

- 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%.

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- 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.*

- 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.
- 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.
- 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.

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- 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.).

III. DATA CENTER COLOCATION SERVICES

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

1. COLOCATION SERVICES

1.01 *Data Center Facilities.* Colocation services will be delivered in the data center facility further identified on the Service Request (“Data Center Facility”). The Data Center Facility will be appropriate, secure, and environmentally-controlled.

- Data Center Facility Configuration. Colocation services will be provided in a contiguous space in a single, locked, and secure cabinet (or cabinets) dedicated to Customer (“Customer Space”). WIN cannot guarantee contiguous Customer Space within a cabinet or cabinet placement for subsequent equipment additions unless Customer notifies WIN prior to the effective date of the Service Initial Term and agrees to pay a commensurate reservation fee.
- Use of Data Center Facility. WIN grants Customer the right and non-exclusive license to occupy the Customer Space identified in the Service Request during the Service Term, solely for the purpose of installing, operating, and maintaining Customer’s equipment in the Customer Space. Customer acknowledges that it does not have, and has not been granted, any real property interest in the Customer Space(s), Data Center Facility(s), or any other WIN property. Customer shall not make or arrange for any interconnection within the Data Center Facility or Customer Space to any other party or facility without WIN’s written consent. Notwithstanding anything to the contrary herein, Customer shall not transport cross-connects to locations outside the Data Center Facility for resale or to another party that is not also physically present in the WIN meet-me-room. Customer will ensure that its officers, employees, technicians, agents, representatives, and contractors who are involved in the installation, operation, maintenance, and removal of the Customer equipment, or who are granted access to the Data Center Facility and/or Customer Space, comply with WIN’s Colocation Rules and Policies.
- Access to Data Center Facility. Customer must obtain proper WIN authorization and be accompanied by a WIN representative prior to accessing any area within a Data Center Facility. Failure to do so constitutes a material breach of the Agreement and may result in immediate termination of Customer’s Services. Only those individuals authorized in writing by Customer may access the Data Center Facility. Prior to any access to a Data Center Facility, Customer shall complete and submit to WIN for approval a WIN Data Center Facility Authorization Form listing the individuals authorized to access the Customer Space. Customer and its authorized representatives shall not allow any persons

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not denoted on an approved WIN Data Center Facility Authorization Form to have access to or enter the Data Center Facility. Notwithstanding WIN's authorization and escorted access to the Data Center Facility, Customer and its authorized representatives' access is limited to its respective Customer Space therein. Customer may request escorted access for itself or an authorized representative 24x7 by calling 1-866-206-2027.

WIN reserves the right to open, inspect, disconnect, and recover Customer equipment that is overheating, smoking, or otherwise potentially damaging to any property within the Data Center Facility.

- Equipment, Cabling, Wiring, Cross-connections, and Installation. Each piece of equipment installed in a Data Center Facility must be clearly labeled with Customer's name (or code name provided in writing to WIN), and individual component identification. Each connection to and from a piece of Customer equipment shall be clearly labeled with Customer's name (or code name provided in writing to WIN), and the starting and ending point of the connection. Customer is responsible for all Customer equipment. Customer equipment must be configured and at all times in compliance with the manufacturer's specifications, including power outlet, power consumption, and clearance requirements. Customer must provide WIN with at least 24 hours prior notice any time it intends to connect or disconnect any Customer equipment. Customer shall not place any hardware or other Customer Equipment in the Data Center Facility that has not been identified in writing to WIN.

WIN cable routes are reserved for WIN use only. If Customer has cross-connect requirements between any other locations or cabinets in the Data Center Facility outside of Customer Space, Customer shall submit cross-connect orders to the WIN representative and if approved, may incur an additional charge. Cross-connections to third parties are permitted only upon written consent of WIN and will incur an additional charge.

- Power Supply. Data Center Facilities are equipped with standard conditioned, protected power provided to the System via two (2) - 30-amp, dual 120/208 VAC PDUs. Power is UPS-protected, including diesel generator backup.

1.02 *Remote Hands On-Site Technical Support.* Upon Customer request WIN may, in its sole discretion, perform various "Remote Hands" tasks on Customer's equipment. Remote Hands services will be billed to customer in 15-minute increments at WIN's then-current rate. Typical activities may include, without limitation or obligation, rebooting or power-cycling Customer equipment; visual reporting on status indicators; and testing, swapping, or reseating cables. WIN will not be liable for any losses or damages whatsoever resulting from Remote Hands services, and will have no liability with respect to any shipment from Customer (or a third party on behalf of, or for, Customer) that is received and/or stored by WIN on Customer's behalf, regardless of the cause of any damage thereto. Any receiving

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and/or handling of packages or equipment by WIN is for convenience to Customer only, and Customer must provide their own insurance for any equipment being shipped, stored, or otherwise located at WIN's Data Center Facilities.

2. CUSTOMER RULES AND RESPONSIBILITIES

2.01 Customer agrees to comply with all rules, policies, and procedures for the Data Center Facility. Customer is responsible for keeping its Customer Space clear and free of debris and refuse at all times.

- Customer Prohibitions. Customer and its representatives shall not:
 - 1) Breach or attempt to breach the security at a Data Center Facility;
 - 2) Misuse or abuse or otherwise interfere with any property or equipment of WIN, WIN's other customers, or another Third-Party;
 - 3) Harass any individual, including representatives of WIN and of other WIN customers;
 - 4) Engage in any activity that is in violation of the law or aids or assists any criminal activity;
 - 5) Permit any explosive, flammable, corrosive, combustible, or finely ground material or any hazardous or toxic materials to be located in or about the Data Center Facility; or
 - 6) Bring food or beverages, corrugated cardboard boxes, tobacco products, alcohol, illegal drugs, other intoxicants, magnetic or electromagnetic devices which could reasonably interfere with computer and telecommunications equipment, or photographic or recording equipment of any kind to the Data Center Facility.
- Customer Equipment Removal. 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 the Data Center Facility. 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.

3. 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.

3.01 *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

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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.

3.02 *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.

3.03 *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.

4. SERVICE LEVEL AGREEMENT FOR DATA CENTER COLOCATION

This Service Level Agreement ("SLA") sets forth the terms upon which Customer may be eligible for service credits if the Service does not meet the metrics set forth herein.

4.01 *Definitions.* In addition to terms defined in the 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 Exhibit will control.

- Power Availability. Power availability means the ratio, expressed as a percentage, of time power was available at the busway of the power distribution unit (PDU) within a cabinet to the total time within the calendar month.

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

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

- Power Outage. "Power Outage" is the period of time, measured in minutes, when power was not available at the busway of the power distribution unit (PDU) within a cabinet.
- Cabinet Temperature. "Cabinet Temperature" is the temperature, measured in

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degrees Fahrenheit, at the level of the 28th rack unit within each Customer cabinet.

- **Power Circuit Threshold.** The “Power Circuit Threshold” is ten percent (10%) above the estimated power consumption based on the per cabinet monthly power consumption estimate for each cabinet as provided on the Service Request and averaged over the aggregate of all Customer cabinets in the Data Center.

4.02 Availability. Power Availability will be monitored for each Customer cabinet. Service level credits shall be determined individually for each Customer cabinet by multiplying the applicable percentage from the following table by the monthly recurring rate for the impacted Customer cabinet.

POWER AVAILABILITY			
Actual Services Availability <i>(measured over a calendar month)</i>	Redundant Power Credit* (Eau Claire Location)	Non-Redundant Power Credit+ (Eau Claire Location)	Non-Redundant Power Credit+ (Green Bay Location)
100%	No Credit	No Credit	No Credit
Equal to or greater than 99.999% but less than 100%	10%	No Credit	No Credit
Equal to or greater than 99.9% but less than 99.999%	20%	10%	
Equal to or greater than 99% but less than 99.9%	30%	20%	
Less than 99%	100%	30%	
<p>*Redundant Power Credit applies to cabinets containing only equipment with redundant power supplies and connected to both the A and B sides of the PDU.</p> <p>+Non-Redundant Power Credit applies to cabinets containing any equipment with non-redundant power supplies or equipment only connected to the A or B side of the PDU.</p>			

4.03 Cabinet Temperature. WIN will maintain cabinet temperature at or below 80 degrees Fahrenheit. Cabinet temperature will be monitored for each Customer cabinet. If WIN fails to meet this guarantee, Service level credits shall be determined individually for

each Customer cabinet by multiplying the applicable percentage from the following table by the monthly recurring rate for the impacted Customer cabinet.

CABINET TEMPERATURE		
Maximum Temperature	Time Temperature Exceeds Maximum	SLA Credit (% of MRC)
<i>80°Fahrenheit</i>	>15 but < 60 continuous minutes	10%
<i>80°Fahrenheit</i>	> 60 continuous minutes	20%

4.04 *SLA Credit Process.* SLA Credits will be evaluated and calculated independently for each potential credit event. 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 credit event 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.

4.05 *Maximum Service SLA Credits.* In any calendar month, service level credits provided to Customer for any reason shall not exceed one month's monthly-recurring charges for all impacted cabinets.

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

- Scheduled maintenance;
- Service outages attributable to Customer premises equipment, Customer premises cabling, or Customer premises power problems;
- Force Majeure events;
- Outages of less than one minute;
- Time attributed to Customer's delay in responding to requests for assistance and/or access to repair an outage;
- Networks not controlled by WIN;
- Customer's power draw on any power circuit in excess of the Power Circuit Threshold; and
- Customer's violation of the Data Center Colocation Rules and Policies, as amended.

IV. POP COLOCATION SERVICES

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

1. DESCRIPTION OF SERVICES

1.01 *Colocation.* POP Colocation Services will be provided by WIN to Customer within WIN’s Point of Presence (“POP”) location(s). Customer may, for the purpose of utilizing WIN’s facilities, power, and services, pursuant to the terms of a Service Request, co-locate approved Customer Equipment in WIN’s POP. All Customer equipment shall remain the sole property and responsibility of Customer.

1.02 *Use of WIN POP.* Customer shall be responsible for all installation and maintenance of its equipment at the WIN POP, unless otherwise agreed to in writing by WIN. Such installation and maintenance shall be conducted in accordance with any and all rules as WIN might from time to time establish and which include, but are not limited to, those contained herein.

1.03 *Permission to Work.* All plans for Customer colocation, as described in a Service Request, shall be completed by Customer and shall be submitted in writing to WIN prior to commencement of any work or installation of Customer Equipment. Such plans or subsequent alterations must have the written approval of WIN prior to commencement of any work. Customer shall also advise WIN of security arrangements and the names of those persons authorized to enter WIN’s POP to work on Customer’s equipment.

1.04 *Interconnection.* The Parties agree that Customer’s colocation with WIN is for the primary purpose of housing and operating Customer’s equipment connected to Customer’s network. WIN, at its sole discretion, may permit Customer interconnection with a Third-Party within a WIN POP and, if permitted, shall be only upon WIN’s prior written consent.

1.05 *Non-Interference.* Neither Party shall interfere with the other Party’s equipment or the installation, operation, and maintenance of such equipment. Customer shall not interfere with any of WIN’s other Customers’ equipment or the installation, operation, and maintenance of such equipment. The Parties agree that if WIN determines that Customer’s equipment is interfering with the normal operation of WIN’s network or facilities, WIN has the right, upon notice to Customer, to disconnect Customer’s offending equipment. WIN will notify Customer of the situation and allow Customer to reconnect once the trouble-causing condition has been resolved.

2. COLOCATION RULES AND POLICIES

Customer, and its employees and agents, shall follow the colocation rules and policies concerning use of and access to WIN’s POP and colocation space. WIN reserves the right to suspend or

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terminate service if any Customer or Customer's representative violates the rules and policies set forth.

2.01 *Access to WIN POP.*

- All access to a WIN POP shall be escorted by WIN or a WIN designee. No non-escorted access to a WIN POP is allowed. For non-emergency access, WIN shall make access available to Customer within five (5) business days of WIN's acknowledgement of receipt of notice from Customer, or as soon thereafter as reasonably possible. If Customer requests emergency access to the WIN POP, WIN shall provide such access as soon as reasonably possible.
- Only those individuals identified in writing by Customer may access WIN's POP. Customer shall deliver written notice to WIN of any changes to the list of authorized representatives. Customer and its authorized representatives shall not allow any other persons to have access to or enter the WIN POP. Customer and its authorized representatives may only access that portion of WIN's POP made available by WIN to Customer for the placement of Customer's equipment and use of the Services (the "Customer Space"). Customer must obtain the proper WIN authorization and be accompanied by a WIN representative, as required, prior to accessing any area within a Provider Facility. Failure to do so may result in immediate termination of Customer's services.
- In addition to any of the policies contained herein, Customer shall comply with the security access procedures required by the respective owners of each facility in which WIN maintains its POPs.
- Escorted access may be requested 24 hours a day, 7 days a week by contacting WIN's Network Management Center via phone at 866-206-2027 or by email at support@wintechnology.com.

2.02 *Customer Equipment and Connections.*

- WIN reserves the right to open, inspect, disconnect, and remove Customer equipment that is overheating, smoking, or otherwise a danger to the WIN POP.
- Customer equipment must be UL-certified.
- Each piece of Customer's equipment installed in a WIN POP must be clearly labeled with Customer's name (or code name provided in writing to WIN), and individual component identification.
- Each connection to and from a piece of Customer equipment shall be clearly labeled with Customer's name (or code name provided in writing to WIN), and the starting and ending point of the connection.
- Customer is responsible for all Customer equipment. Customer equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption, and clearance requirements.
- Customer must use its best efforts to provide WIN with at least 24 hours prior notice any time it intends to connect or disconnect any Customer equipment or other equipment.

- Customer shall not place any hardware or other equipment in the WIN Facility that has not been identified in writing to WIN.

2.03 *Content of Transmissions.* Customer acknowledges that WIN has no control whatsoever over the content of the data or other transmissions passing through Customer's site(s).

V. DARK FIBER SERVICES

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

1. DEFINITIONS

1.01 “Acceptance Date” means, with respect to a Dark Fiber Lease Order, the earlier of the date of Customer’s Acceptance Notice or the date of Deemed Acceptance. The Acceptance Date shall serve as the Service Activation Date as defined in the Master Service Agreement.

1.02 “Acceptance Notice” means the written Notice of Acceptance of a Segment or entire route given to WIN by the Customer.

1.03 “Access Point” is the physical location(s) at which Customer may, subject to required permits and Rights, connect its telecommunications system with the Leased Fibers. Access Points are generally an existing splice location, or other technically feasible location determined by WIN in its sole discretion, with each Access Point specifically set forth in a Dark Fiber Lease Order.

1.04 “Dark Fiber” means Fiber between two specified locations that has no optronics or electronics attached to it.

1.05 “Delivery Charges” means all costs, including administration and overhead fees, for Delivery Work.

1.06 “Delivery Work” means all work necessary in order to achieve connectivity and to provide OTDR test results to Customer for each Dark Fiber Segment.

1.07 “Fiber” means a glass strand or strands which are protected by a color-coded buffer tube and which are used to transmit a communication signal along the glass strand in the form of pulses of light. “Fiber Optic Cable” or “Cable” means a collection of Fibers contained in color-coded buffer tubes with a protective outer covering, which covering includes stiffening rods and filler.

1.08 “Dark Fiber Lease Order” means a Service Request executed pursuant to the Master Service Agreement by and between WIN and Customer.

1.09 “Leased Fibers” means those specific Dark Fibers in the WIN Cable in which Customer has been granted a Lease.

1.10 “Proportionate Share” means the percentage determined by dividing the total number of Leased Fibers in the WIN Cable or Cables by the total number of Fibers in the

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WIN Cable or Cables. The Proportionate Share may vary with respect to particular Segments of the WIN Cable.

1.11 “WIN Cable” means the Cable containing Dark Fibers in which Customer has a lease pursuant to the terms of this Agreement.

1.12 “WIN Network” means the telecommunications system owned and/or operated by WIN.

1.13 “Optical Splice Point” means the point at which the Customer’s Cable connects to the Leased Fibers.

1.14 “Rejection Notice” means the written Notice of Rejection of a Segment or entire route given to WIN by the Customer.

1.15 “Rights” means any and all necessary right of way agreements, easements, licenses, leases, rights, or other agreements necessary for the occupancy and use by either Party of poles, conduit, cable, wire, physical plant facilities, and/or access to real property underlying the Cable.

1.16 “Segments” are portions of WIN Cable routes specified in a Dark Fiber Lease Order which are capable of being tested and accepted.

1.17 “Splicing Objectives and Acceptance Standards” are the objectives for splicing and standards for Acceptance of Fiber Test Results as outlined in Section III of this Dark Fiber Services Description.

2. DESCRIPTION OF SERVICES

2.01 *Dark Fiber Lease.* WIN will grant Customer an exclusive lease in the Leased Fibers designated by WIN in the Cable over the Route, all of which will be defined in the applicable Dark Fiber Lease Order.

2.02 *No Possessory Interest.* Customer agrees that all rights, title, and interest in the WIN Network, WIN Cable, and Leased Fiber shall at all times remain exclusively with WIN. Customer does not have any ownership right to the WIN Cable, WIN Network, or Leased Fiber.

2.03 *Non-Interference.* Customer shall not use the Leased Fibers in a manner that materially interferes in any way with or otherwise adversely affects the use of the WIN Network, Fibers, or Cable (or any equipment or element thereof), or of the fiber, cable, or equipment of any person along the route Segments. WIN shall not use any other Fibers in the

WIN Cable in a way that materially interferes with or adversely affects Customer's use of the Leased Fibers.

2.04 *Survival of Restrictions.* Any restrictions contained herein regarding the manner in which Customer uses the Leased Fibers shall continue to apply upon the termination or other expiration of the Agreement or any Dark Fiber Lease Order.

3. TESTING AND ACCEPTANCE

3.01 *Fiber Test Results.* Prior to Delivery and after receipt of any Deposit required by the applicable Dark Fiber Lease Order, WIN shall complete the Delivery Work for the Segment and provide Optical Time Domain Reflectometer (OTDR) test results for the specific Leased Fibers in the Segment (hereafter "Fiber Test Results"). In addition, Customer may perform a visual inspection, subject to the protocols of all Rights agreements, of all above-ground Access Points and visible WIN Cable construction. Within ten (10) days after receiving the Fiber Test Results, Customer shall (i) determine whether the Fiber Test Results conform to the requirements of the Splicing Objectives and Acceptance Standards, and (ii) provide an Acceptance/Rejection Notice to WIN. Failure to issue either an Acceptance Notice or Rejection Notice within the ten (10) day period shall constitute unconditional and irrevocable Acceptance of the Leased Fibers by Customer as of the eleventh (11th) day for all purposes under this Agreement ("Deemed Acceptance"). OTDR Standards for the Fiber Test Results shall be as follows:

- OTDR traces will be taken at 1550nm or 1310nm (as determined by Customer), and splice loss measurements will be analyzed. EXFO format will be used on all traces, unless another OTDR format is agreed to by both Parties;
- OTDR traces shall be saved in a standard file naming convention; and
- One CD for each Dark Fiber Lease Order with OTDR traces will be provided, or the files will be transmitted via email.

3.02 *Acceptance/Rejection Procedure.* Should Customer reject the Leased Fibers by providing a Rejection Notice within the applicable ten (10) day period described above, upon receipt thereof WIN shall promptly undertake to investigate and, if necessary, correct any deficiency or non-conformity in the Leased Fibers. Thereafter, WIN shall again conduct testing of the Leased Fibers for the Segment. The procedure described above shall apply again and successively thereafter until WIN has remedied all defects or failures and WIN has received written notice from Customer that the Leased Fibers meet the requirements of the Dark Fiber Lease Order, or until Deemed Acceptance.

If Customer issues a Rejection Notice of Leased Fibers for which WIN reasonably believes the Fiber Test Results conform to the Splicing Objectives and Acceptance Standards, the Parties shall work together to do cooperative testing, sharing the cost equally, to determine whether the Fiber Test Results conform to specifications. In the event that the cooperative testing continues to demonstrate that the Leased Fibers conform to the Splicing, Testing, and Acceptance Procedures/Standards and Customer continues to issue a Rejection Notice, or otherwise fails to consummate the transaction contemplated herein through no fault of WIN within forty-five (45)

days of WIN having made viable Leased Fibers available to Customer for the Segment, the applicable Dark Fiber Lease Order shall automatically terminate and WIN shall retain any deposit made by Customer (the “Deposit”), in addition to any construction costs actually incurred by WIN for its efforts associated with the Dark Fiber Lease Order. In the event that the transaction contemplated hereunder is not consummated for any other reason as a result of the actions or omissions of Customer or third parties affiliated with Customer, then WIN shall be entitled to keep and retain one hundred percent (100%) of any Deposit associated with the Dark Fiber Lease Order.

3.03 *Record Drawings.* Upon reasonable request, but not before one hundred twenty (120) days after the Acceptance Date, WIN shall provide record drawings regarding the as-built Cable containing the Leased Fibers. The record drawings shall contain the technical specifications of the WIN Cable, associated splices, and other details consistent with industry standards. At the request of the Customer, and at Customer’s sole cost, the record drawings shall also be provided in electronic format if possible.

4. FRANCHISE/LICENSE/PERMIT FEES, AND COLOCATION AGREEMENTS

4.01 *Colocation.* Customer shall be responsible for entering into any colocation agreements with any necessary party to effectuate its use of the Leased Fibers. In the event that Lessee wishes to collocate in WIN facilities, the Parties shall execute a separate colocation service request for each site.

4.02 *Permits.* Customer shall be responsible for the appropriate government filings, licenses, or other requirements to place the Leased Fibers into operation, including, but not limited, to any necessary municipal licenses or franchise agreements other than those Rights discussed herein, which shall remain the responsibility of WIN.

5. MAINTENANCE, REPAIR, RELOCATION

5.01 *Routine and Emergency Maintenance.* WIN will maintain the Leased Fibers in accordance with prevailing telecommunications industry standards. All routine maintenance and repair functions and emergency maintenance and repair functions, including “one-call” responses, cable locate services, and necessary relocation of the WIN Cable containing the Leased Fibers, shall be performed by WIN or its designee.

5.02 *Routine Maintenance.* Outside Plant (“OSP”) facilities are periodically inspected by WIN personnel. Any discrepancies found are documented and forwarded to the OSP maintenance desk for correction and/or repair as necessary. Items that are inspected may include:

- Cable route integrity;
- Condition of poles, pedestals, risers, lashing wire, route markers, and signs;
- Clearance of aerial facilities; and
- Construction activity in the area near the Cable.

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5.03 *Plant Location Requests.* All facilities associated with this Agreement are located in states with statewide “one call” agencies for excavators to request and notify utilities of digging in the vicinity of the facilities. WIN will subscribe to these services and follow the guidelines and laws applicable to that state, including the marking of their facilities within the timeline required by applicable state law regarding location of utility facilities.

5.04 *Scheduled Maintenance.* WIN will notify Customer in writing at least (5) business days prior to any service-affecting non-emergency Cable maintenance (“Scheduled Maintenance”) that requires scheduled downtime. Such Scheduled Maintenance may be performed within an interval of 12:00 midnight to 6:00 a.m. Central Time, seven days a week. WIN will expend commercially reasonable efforts to coordinate any Scheduled Maintenance with Customer. Upon request, WIN will notify Customer prior to beginning Scheduled Maintenance work, and also upon request WIN will notify Customer upon completion of Scheduled Maintenance work.

5.05 *Emergency Maintenance.* WIN shall respond to any failure, interruption, or impairment in the operation of the Leased Fibers (which shall include response to an alarm identified by its Network Management Center or notification to WIN by Customer or by any Third-Party of such failure, interruption, or impairment or of any event imminently likely to cause such failure, interruption, or impairment) within four (4) hours and shall use commercially reasonable efforts to perform maintenance and repair to correct any failure, interruption, or impairment in the operation of the WIN Cable within eight (8) hours.

5.06 *Relocation.* Customer acknowledges and agrees that, after the Acceptance Date, WIN may be required by (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any underlying right, (iii) by any other person having the authority to so require, or (iv) by the occurrence of any Force Majeure event, to relocate the Segment(s) of the WIN network. In such event Customer shall reimburse WIN for its proportionate share of the costs related to such relocation, which shall be the number of Customer fibers divided by the total amount of fibers for the particular Segment.

6. SPLICING

6.01 *WIN to Perform.* Following Acceptance and payment of any amounts required by the applicable Dark Fiber Lease Order, the Customer’s lateral or other fibers beyond the WIN Network may be spliced into the WIN Cable at the Access Points. In order to maintain the integrity of the WIN Cable and Network, WIN or a contractor operating under its direction shall perform all splicing performed on the WIN Cable at the Access Points.

6.02 *Splicing Standards and Procedures.*

- All splices will be performed via the fusion splicing method;
- Splicing of Customer-owned lateral fibers will be qualified at the Access Points by the core alignment system on the fusion splicer at such time as WIN splices

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the Customer's owned lateral fibers into the WIN Cable at an Access Point pursuant to Customer's request;

- After splicing and end to end (site to site) connectivity is achieved on the Leased Fibers, including any Customer-owned fibers spliced into the WIN Cable at an Access Point, bi-directional span testing will be performed by the Customer for the entire span, or by WIN if so requested by Customer. These measurements will be made after all cable installation activities are complete for each span. Once the bi-directional testing is achieved, if Customer believes that the criteria set forth herein are not met as a result of the splicing performed by WIN at an Access Point, Customer shall provide the OTDR tests for the entire span to WIN in order to allow WIN to verify and, if necessary, perform re-splicing in order to correct the problem;
- All splices will be protected with heat shrinks. An industry-accepted splice enclosure will be used on all splices; and
- In no event shall WIN be responsible for the performance of the Customer's owned lateral fibers or any splicing performed by Customer at its own sites or any splice point beyond the WIN Network.

6.03 *Splicing Objectives and Acceptance Metrics.*

- The objective loss value of the connector and its associated splice will be 0.50 dB or less;
- The objective for each fiber within a span shall be an average bi-directional loss of 0.10 dB or less for each splice. For example, if a given span has 10 splices, each fiber shall have a total bi-directional loss (due to the 10 splices) of 1.5 dB or less. Individual bi-directional loss values for each splice will be reviewed for high losses; and
- The aforementioned standards are objectives, not the basis for Acceptance. The Acceptance standard for each fiber per span shall be calculated as:

$$\text{Span Loss} = a (\text{span distance in kilometers}) + b (0.10 \text{ dB/splice}) + c (0.50 \text{ dB/connector})$$

Where:

a = maximum fiber loss in dB per kilometer for the specific fiber type/manufacturer using SMF-28 shall be .25dB/km at 1550nm and .35dB/km using 1310nm (testing wavelength to be determined by Lessee)

b = number of splice locations for the span

c = number of connectors for the span

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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.

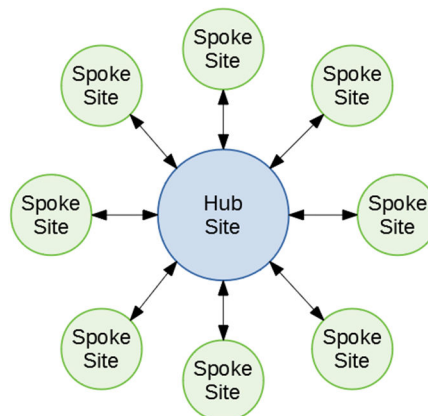
3.01 SD-WAN Services are available in the solution-wide design topologies outlined below, each of which may utilize one or more of the connection types described above on a Site-by-Site basis. Subject to availability, Services at a given Site may be provided in a WIN-Certified Highly Available Managed 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.

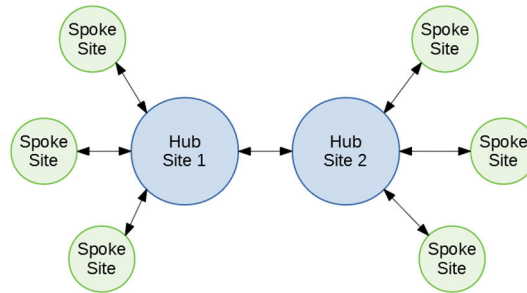
Figure 1 - Hub-and-Spoke



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.

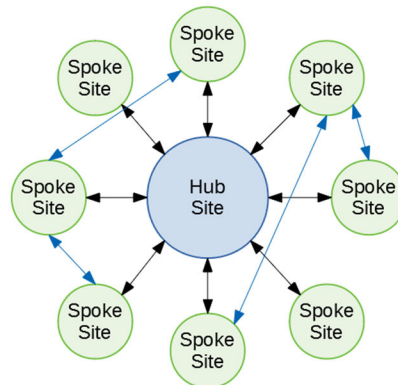
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Figure 2 – Dual Hub-and-Spoke



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

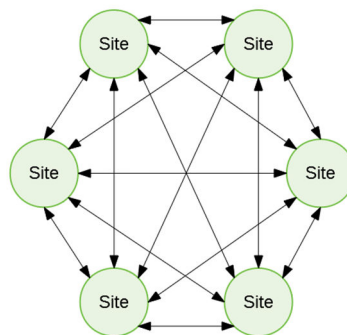
Figure 3 – Partial Mesh



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.

VII. NETWORK MANAGEMENT CENTER SUPPORT SERVICES (“NMC SERVICES”)

This NMC Services schedule describes the nature of the NMC Service (“Services”) that may be provided by WIN, LLC to Customer pursuant to a Service Request identifying the specific Service items to be provided. The terms, conditions, requirements, and specifications herein may be revised from time-to-time.

1. Network Operations Center (NOC) SERVICES

- A. Call Center Service.** WIN will act as Customer’s call center to open trouble and information tickets with Customer’s end users and/or Customer’s third party network partners on a 24/7/365 basis. Call Center Service include the following Service items:
- a. Standard Operating Procedures/Runbook.** WIN will coordinate with Customer to establish customized procedures by which WIN will carry out its NOC Services in coordination with Customer and/or its third party partners, and to ensure that performance standards are clearly defined, achieved, and maintained. WIN will update and revise SOPs and/or Runbooks from time to time as needed or as directed by Customer.
 - b. Network Maintenance Notification.** WIN will track all planned network maintenance events as required through internal change requests or vendor-notified maintenance notifications. Upon receiving a planned event request, WIN will derive impacted services through customer-provided network documentation or other customer resources. Once impact is determined, WIN will communicate service-impacting and non-service-impacting maintenance notifications to affected parties. WIN will follow up with change requester to verify status of change and perform completion notifications to end users.
 - c. Incident Support.** WIN will triage incidents with or on behalf of Customer personnel, coordinate resolution efforts with Customer’s end users and/or Customer’s third party network partners, and prioritize according to severity levels defined by Customer. WIN will open trouble tickets and notify Customer of outages, either proactively upon discovery of an incident (if WIN is also providing Network Monitoring) or as reported by Customer or Customer’s end users via phone or email, and will update and track tickets through resolution. WIN will provide regular updates on incidents to Customer and/or its end users, and escalate as needed through up to four tiers of technical support and management staff. Following a network incident, upon request WIN will provide root cause analysis and/or reason for outage (RFO) summaries to Customer. WIN may make recommendations to Customer based on its analysis, and may also update existing procedures or runbook at Customer’s direction based on post-outage review.
 - d. Data Collection and Organization for Analytics.** WIN will provide scheduled or on-demand reporting and statistics related to network and ticketing performance. Such statistics may include number of alarms logged, average resolution time, number of incoming calls, average call wait time, number of abandoned calls, or others as mutually agreed to by WIN and Customer.

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- B. Network Monitoring Service.** WIN will monitor Customer's network at designated locations. Monitoring is available 24 hours per day, 7 days per week at node locations selected by Customer, for Layer 2 and/or Layer 3 of the Open Systems Interconnection (OSI) reference model.
- C. Custom Projects.** WIN will provide custom, one-time project-based services as described in a Service Request.

VIII. Maintenance and Repair Contact Escalation List

WIN NETWORK MANAGEMENT CENTER (NMC)		
All service calls must initially be directed to the WIN Network Management Center (NMC). WIN’s NMC is available on a 24 X 7 basis. Please be prepared to identify the appropriate circuit ID where the trouble is located.	NMC PHONE: 1-866-206-2027 NMC EMAIL: support@wintechnology.com	
ADDITIONAL WIN CONTACTS		
Accounts Payable	Office: Email:	715-832-3279 billing@wintechnology.com
Accounts Receivable	Office: Email:	715-832-3279 acctrec@wintechnology.com
Contracts Department	Email:	contracts@wintechnology.com