

Network Builders, LLC d/b/a Agile Netwo North, Suite 310, Canton, Ohio 44702, having its principal place of business at _	IT (the "Agreement"), is by and between Agile orks ("Agile") having an office at 213 Market Avenue and ("the Customer"), (jointly beffective as of the date signed below ("the Effective
AGILE	CUSTOMER
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Effective Date

Table of Contents

1.	General Information	. 2
1.1	Headings	. 2
1.2	Programme Relationship of Parties and Subscriber(s)	. 2
	3 Subscriber(s)	
1.4	Subscriber Reliance on Agreement	. 2
	5 Non-Exclusivity	
	S Entire Agreement	
	⁷ Severability	
	3 Survival	
	9 No Waiver	
1.1	0 Governmental Authorization, Regulatory Changes	. 3
	1 Service Specific Terms and Conditions and Service Attachments	
	2 Order of Precedence	
	3 Confidentiality	
1.1	4 Contract Compliance and Conflict Resolution	. 4
2.	Indemnification / Limitation of Liability	
2.1	Indemnification	
	2 Limitation of Liability & Warranty Disclaimer	
3.	Standard Clauses	. 5
3.1	Excusable Delay/Force Majeure	
	Pemployment Taxes	
3.3	Sales, Use, Excise, and Property Taxes	. 6
3.4	Prug-Free Workplace	. 6
3.5	5 Assignment	. 6
	Governing Law	
	7 Use of Name	
	Safety and Security Rules	
4.	Orders Requesting Service, Cancellation, or Modification	
4.1	Service, Cancellation, or Modification	
5.	Term	
5.1	Agreement - Renewal	
	Price Attachment(s) - Renewal	
6.	Termination - Agreement	
7.	Cancellation of Services as Described in a Service Attachment	
7.1	By the Subscriber(s)	. 7
	Pay Agile	. 7
8.	Financial - Charges, Claims and Disputes, Billing and Payment	. 7
8.1	Charges	
	2 Claims and Disputes	
	Billing	
	Payment	
9.	Customer Reporting Requirements	ç
10.	Service Level Guarantee and Credits	ç
11	Notices	c

1. General Information

1.1 Headings

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

1.2 Relationship of Parties and Subscriber(s)

The Parties are independent contractors and nothing herein creates or implies a joint venture or partnership between the Parties.

1.3 Subscriber(s)

"Subscriber(s)" means the individual or individuals the Customer authorizes to purchase services of Agile.

1.4 Subscriber Reliance on Agreement

Subscribers may rely on this Agreement. It is the responsibility of the Customer to identify those individuals authorized as Subscribers. Whenever a Subscriber issues an order for service ("Service Order"), the Subscriber will step into the shoes of the Customer under this Agreement for purposes of its Service Order and payment for services. The Customer will have the right to terminate this Agreement and seek such remedies on termination as this Agreement provides should Agile fail to honor its obligations under an order from a Subscriber.

1.5 Non-Exclusivity

This Agreement is non-exclusive. Nothing herein prevents either Party from entering into similar agreements with other entities.

1.6 Entire Agreement

- A. This Agreement, together with any Service Attachments or Amendments and Service Orders and all applicable tariffs incorporated herein by this reference, sets forth the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes any prior agreements, promises, representations, understandings and negotiations between the Parties.
- B. Any modifications, amendments, supplements to or waivers of this Agreement must be submitted and approved in writing in accordance with this Agreement and executed by authorized representatives of both parties.

1.7 Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

1.8 Survival

The Terms and Conditions of this Agreement and any associated Amendments will survive the expiration or other termination of this Agreement only to the extent that any Subscriber requests in writing 30 days before the expiration of this Agreement or applicable Service Attachment that a Service Order remain in effect for up to one year following the expiration or termination of this Agreement.

Except for Sections regarding Confidentiality, Indemnification, and Antitrust, the Terms and Conditions of this Agreement and any associated amendments and associated Service Orders will not survive termination or expiration of this Agreement as to all Services if no request is made for those services to remain active, then Service Provider must disconnect all Services not renewed.

If any Service Attachment should expire, the Terms and Conditions of this Agreement will survive as to all other Service Attachments not expired or terminated.

1.9 No Waiver

Either Party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

1.10 Governmental Authorization, Regulatory Changes

This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each Party must comply with all applicable federal, state and local laws, rules and regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision. Agile may discontinue, limit or impose additional requirements to the provision of Service, upon no less than thirty (30) days written notice, as required to meet regulatory or other lawfully imposed requirements

1.11 Service Specific Terms and Conditions and Service Attachments

Service Attachments shall describe services Agile may offer under this Agreement, along with any special terms or conditions applicable to them, descriptions of those services, features, and any fees associated with such services, as well as any other provisions the Parties may agree to therein. Such Service Attachments, when executed by the Parties, are incorporated into this Agreement and become a part hereof.

1.12 Order of Precedence

- A. In the event of a conflict related to the general Terms and Conditions between the Agreement and the Service Attachment(s), the Agreement shall prevail.
- B. In the event of a conflict related specifically to the service, between the Agreement and the Service Attachment(s), the Service Attachment(s) shall prevail.

1.13 Confidentiality

- A. Each Party acknowledges that it and its employees or agents may, in the course of this Agreement, be exposed to or acquire confidential information belonging or relating to the other Party. Each Party shall assume that all information, documents, data, source codes, software models, know-how, trade secrets, and/or other material belonging to the other Party is confidential.
- B. At all times during the term of this Agreement, and at all times following the expiration or termination of this Agreement, neither Party nor its employees and agents will, without the other Party's prior written consent: (1) obtain or attempt to obtain, possession of or access to any confidential information belonging to the other Party or its employees or

agents; (2) convert or attempt to convert to its own use, the use of its employees or agents, or the use of any third-party any confidential information belonging to the other Party or its employees or agents; (3) disclose or attempt to disclose to any third-party any confidential information belonging to the other Party or the other Party's employees or agents; (4) disparage, defame, slander, make, or publish derogatory statements about the other Party or the other Party's employees or agents, regardless of the veracity of such statements; or (5) otherwise interfere with the contracts and relationships of the other Party or the other Party's employees or agents.

C. Each Party and its employees and agents shall use such confidential information solely for the purpose of carrying out its obligations under this Agreement and all Service Attachments; and shall take all necessary steps to protect all confidential information from disclosure, using the same degree of care with respect to all confidential information belonging to the other Party or the other Party's employees and agents as it would use to protect its own confidential information.

1.14 Contract Compliance and Conflict Resolution

Customer shall comply with all Terms and Conditions of this Agreement and the provisions of any Service Attachments. If Customer fails to perform any one of its obligations under this Agreement or the Service Attachments, it will be in default and Agile may proceed in the following manner:

- 1. Agile may terminate this Agreement and/or Service Attachment; or
- Agile may, at its own election, suspend rather than terminate this Agreement and/or Service Attachment and/or Service Order by providing written notice of suspension to the Customer. The notice of suspension will be effective immediately upon the Customer's receipt of the notice.

2. Indemnification / Limitation of Liability

2.1 Indemnification

Customer shall defend, indemnify, and hold harmless Agile and its officers, employees, representatives, and agents (hereinafter collectively referred to as "Agile") against any and all claims, actions, damages, costs, and legal liability of every name and nature that Agile may sustain, incur, or be required to pay, including but not limited to all reasonable attorney's fees, arising out of or related to an actual or threatened breach, in whole or in part, of this Agreement or any Service Attachment by the Customer or its officers, employees, representatives, and agents.

2.2 Limitation of Liability & Warranty Disclaimer

A. The services, products, and related equipment used or provided in connection with this agreement or any service attachment are not covered by any other Agile warranties of any kind; and Agile disclaims any warranties not expressly stated herein, either express or implied, including but not limited to warranties of title, non-infringement, system integration, data accuracy, quiet enjoyment, merchantability, fitness for a particular purpose, or arising out of a course of dealing, usage or trade practice. No advice or

- information given by Agile, its affiliates or its contractors or their respective employees shall create any warranty.
- B. Customer assumes all risk and responsibility for use of all services included that involve the use of the internet. Agile has no control over content applicable or actions occurring through any service; and Agile disclaims all responsibility for such content and actions. Agile does not warrant that any service will be uninterrupted, error-free, secure or meet Customer's requirements. In addition, Customer acknowledges and agrees that Agile's third-party service providers do not make any warranties to Customer under this service attachment, and Agile does not make any warranties on behalf of such service providers under this service attachment, and Agile does not make any warranties on behalf of such service providers under this agreement, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, non-infringement, system integration, data accuracy or quiet enjoyment.
- C. Agile shall not be liable for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement or any Service Attachment, regardless of whether or not Agile had been advised of the possibility of such damages. The aggregate liability of Agile for any and all reasons and for all causes of action arising out of or relating to this Agreement and all Service Attachments shall be limited to the lesser of: (1) the fees paid to Agile under this Agreement or the applicable Service Attachment(s) in the two (2) months preceding the date that the claim or cause of action arose; or (2) Agile's limits of liability insurance. In no event shall Agile's affiliates, contractors or third-party service providers or suppliers have any liability under this Agreement or any Service Attachment.

3. Standard Clauses

3.1 Excusable Delay/Force Majeure

- A. Except for the obligations to make payments hereunder, either party shall be relieved of its obligations under this Agreement and any Service Attachment to the extent that its performance is delayed or prevented by a Force Majeure event. For purposes of this paragraph, Force Majeure shall mean any condition or event caused in whole or in party by something beyond a party's reasonable control.
- B. Upon the occurrence of a Force Majeure event, the Party whose performance is affected shall give written notice to the other party describing the affected performance; and the parties shall confer within two (2) business days, in good faith, to agree upon equitable, reasonable action to minimize the impact on both Parties, including without limitation implementing disaster recovery services. The Party whose performance is affected shall use its best efforts to minimize the delay caused by the Force Majeure event and to recommence its performance as if no Force Majeure event had occurred.

3.2 Employment Taxes

Each Party will be solely responsible for reporting, withholding and/or paying all employment related taxes, payments and/or withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability

deductions, withholdings, and/or payments (together with any interest and penalties not disputed with the appropriate taxing authority).

3.3 Sales, Use, Excise, and Property Taxes

Unless otherwise set forth in an applicable Service Attachment, fees do not include sales, use, value added or other excise tax. Subscriber will pay or, if paid by Agile, reimburse Agile, for all taxes based on this Agreement or fees payable hereunder, together with any interest on such taxes if not due to Agile's delay.

3.4 Drug-Free Workplace

Each Party will comply with all applicable state and Federal laws regarding keeping a drugfree workplace. Each Party will make a good faith effort to ensure that all employees, while working on the other Party's property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

3.5 Assignment

Agile may assign this Agreement or any of its rights or obligations under this Agreement without the prior, written consent of the Customer.

3.6 Governing Law

This Agreement will be governed by the laws of Ohio, and venue for any disputes will lie with the appropriate court in Stark County, Ohio.

3.7 Use of Name

Neither Party will use the other Party's name in any marketing without the other Party's written consent.

3.8 Safety and Security Rules

When accessing Customer networks and systems, Agile must comply with all applicable policies and regulations regarding data security and integrity. And when on any property owned or controlled by the Customer, Agile must comply with all security and safety rules applicable to people on those premises.

4. Orders Requesting Service, Cancellation, or Modification

4.1 Service, Cancellation, or Modification

All orders for service as well as any Cancellations, or Modifications to an order must be made through a Service Order.

Agile is responsible for processing all orders, billing, payments, cancellations, and changes, and receiving and managing all Service calls

5. Term

5.1 Agreement - Renewal

This Agreement is automatically renewed on a month-to-month basis unless and until cancelled by either party consistent with the provisions of this Agreement.

5.2 Service Attachment(s) - Renewal

Service Attachments under this Agreement are automatically renewed on a month-to-month basis unless and until cancelled by either party consistent with the provisions of this Agreement.

6. Termination - Agreement

A. Agreement – If all Service Attachments are inactive due to expiration or termination upon their terms, whichever occurs earlier; and Customer will not require future Services from Agile, then either Party may terminate this Agreement by delivering written notice to the other Party at least thirty (30) days prior to the desired termination date. Otherwise, this Agreement shall remain in full force and effect.

7. Cancellation of Services as Described in a Service Attachment

Under this Agreement and Service Attachment(s), Service(s) may be cancelled by either the Subscriber(s) or Agile as follows:

7.1 By the Subscriber(s)

Upon cancellation of service, the Subscriber(s) shall remain liable for charges accrued but unpaid as of the cancellation date as well as any Cancellation Charges as outlined in the appropriate Service Attachment(s).

7.2 By Agile

- A. If a Subscriber(s) materially defaults in the performance of any of its duties or obligations under this Agreement and/or Service Attachment(s), Agile may, at its' option, cancel the service with 30 days' notice.
- B. If the Subscriber(s) cures the default to the satisfaction of Agile and prior to the cancellation of services date, the Agreement shall remain in full force and effect.
- C. The Subscriber(s) shall remain liable for charges accrued but unpaid as of the cancellation date, and any Cancellation Charges as outlined in the appropriate Service Attachment(s).

8. Financial - Charges, Claims and Disputes, Billing and Payment

8.1 Charges

A. All applicable charges will be fully documented in the appropriate Service Attachment(s) or an amendment thereto or Service Order.

8.2 Claims and Disputes

A. Should the Customer dispute in good faith any portion of an invoice, the Customer shall notify Agile, in writing and prior to the due date of the invoice, of the disputed amount and the nature and basis of the dispute. Each Party shall use its best efforts to resolve the dispute prior to the invoice due date. However, if the Parties are unable to resolve the dispute prior to the invoice due date, the Customer shall pay the full invoice amount, including the disputed portion, to Agile on or before the due date.

- B. If the Customer defaults by not timely paying an Agile invoice, Agile will charge the Customer interest at an annual rate of fifteen per cent (15%) on all past due invoice amounts; and such interest shall accrue on the unpaid balance from the day after an invoice becomes due until the invoice is paid in full.
- C. In the event that the Customer materially breaches the terms of this Agreement, Agile may, in addition to any other remedies available at law or in equity, suspend delivery of Services, in whole or in part, under this Agreement and all Service Attachments without notice to the Customer.

8.3 Billing

- A. Invoices will be issued for recurring Services in advance of the first day of each month, and will be issued at the Customer level unless specifically designated otherwise in a Service Order. Agile will invoice the Customer for non-recurring charges ("NRC's") immediately after delivery. Invoices for all other Services will be based upon the terms set forth in the applicable Service Order(s).
- B. Invoices will be submitted electronically, either in the form of an email, internet download which form is to be determined at the Customer's option, to the office designated in the Service Attachment as the "bill to address". The invoice shall be submitted in advance of the first day of service for the month within thirty (30) days.
- C. If Agile is using additional Service Providers/entities to provide the Services described in the Service Attachments, Agile, at the Customer's option, may generate a consolidated invoice and submit the consolidated invoice to the Customer, unless a Service Attachment or Service Order expressly provides otherwise.
- D. Each invoice should include the following information and/or attached documentation:
 - 1. Name and address of Agile
 - 2. Federal Tax Identification Number of Agile as designated in this Agreement.
 - 3. Invoice remittance address as designated in the Agreement.
 - 4. A description of the Services that allows the Customer to identify the Services or perform an audit of the Services.

8.4 Payment

- A. All payment for services under this Agreement is to be made via electronic debit.
- B. Payment for non-recurring charges ("NRC's") such as installation fees, special construction charges, and 1st partial month of service is due at time of acceptance.
- C. Payment for monthly recurring charges (MRCs) for services under this Agreement is due on the 1st day of each calendar month.
- D. Payment is overdue if not received by Agile within 15 days of the due date.

9. Customer Reporting Requirements

At the Customer's written request, Agile shall provide the Customer with a recap of all services provided to the Customer and/or Subscriber on a monthly basis. Specific reporting data requirements will be outlined in the Service Attachment and/or Service Order.

10. Service Level Guarantee and Credits

Agile will issue credit allowances for service outages as set forth in the Service Level Agreement outlined in the Service Attachment and/or Service Order. The credit will appear on the next invoice.

11. Notices

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by a) registered or certified mail, postage prepaid, in any post office in the United States; b) hand delivery; c) overnight courier; d) facsimile transmission or e) email upon confirmation of receipt.

If to Customer:	If to Subscriber:	If to Agile:
Customer Name Address	Designated in the related Service Order for each Subscriber.	Agile Network Builders, LLC 213 Market Avenue North Suite 310 Canton, OH 44702
Attention:		Attention: Contract Manager

SERVICE ATTACHMENT 1

THE AGILE NETWORK CONNECT SERVICES ("Connect Services")

This Service Attachment (the "Service Attachment"), is between Agile Network Builders, LLC ("Agile") having an office at 213 Market Avenue North, Suite 310, Canton, Ohio 44702 and having an office at			
without definition have the respective			
CUSTOMER			
Signature			
Oignature			
Printed Name			
Title			
Effective Date			

Table	of Contents	
1.	Service Overview	13
2.	Description of Services	13
2.1	Preconfigured Circuits	13
2.2	Grades of Service ("GOS")	13
2.3	Service Component Requirements	
2.4	Power Supply	
2.5	Meet-Point	
3.	Optional and Other Services	
3.1	Low Bandwidth Device Connect Services	
3.2	Redundant Connect Services	
3.3	Other Services	
4.	Service Provider Support Services	
4.1	Service Provider Point of Contact	
4.2	Subscriber Point of Contact	
4.3	Help Desk	
4.4	Trouble Ticket Management	
4.5	Testing and Monitoring	
4.6	Fault Management	
4.7	Reporting	
4.8	Call Charges	
5.	Fee Structure	
5.1	Circuit Pricing	
5.2	Non-Recurring Installation Fee	
5.3	Non-Recurring Construction Costs	
5.4	Term of Order	
6.	Pricing Tables	
6.1	Low Bandwidth Device Connect Services	18
6.2	Redundant Connect Services	
7.	Terms and Conditions	
7.1	Non-Recurring Costs and MRC Payment	19
7.2	Early Disconnection Charge	
7.3	Example of Early Disconnection Charge	19
7.4	Expedite Fees	
7.5	Change of Service	19
7.7	Delay Installation Request	20
7.8	Service Term	
8.	Service Level Definitions	21
8.1	Network Availability	21
8.2	Throughput (Bandwidth)	21
8.3	Latency	21
8.4	Packet Delivery Rate ("PDR")	21
8.5	Jitter	
9.	Service Level Objectives	22
10.	Service Level Agreement / Service Credits	22
10.1	Service Credit - Service Outage	
10.2	Remedies	23
10.3	Excessive Outage	
10.4	Recurring Service Errors	23
11	Installation and Acceptance of Service	

February 2014

Appendix 1: Pricing	25
Appendix 2: Service Level Objectives	
Appendix 3: Service Credits	

1. Service Overview

The Agile Network (the "Agile Network" or "The Agile Network" or "Network") is Agile's fiber optic and microwave backhaul network that offers the speed and reliability of local fiber optic infrastructure. Agile's Network Connect Services ("Connect Services", "Agile Network Connect Services" or the "Services") provide customers with highly efficient, cost-effective broadband communications to/through The Agile Network and is ideal for organizations that want to link buildings or devices through broadband connections to share information across employees, customers, suppliers, and other users.

This Service Attachment provides the Subscriber(s) with the ability to purchase Connect Services that are offered by Agile.

2. Description of Services

The Agile Network Connect Services are provided throughout the network operated by Agile and can be configured in a variety of ways, including point-to-point and multipoint. Multiple Subscribers share the available bandwidth on the network and each customer's traffic is uniquely identified and securely separated across the shared network.

2.1 Preconfigured Circuits

Preconfigured Circuits ("Preconfigured Circuits") are available through bandwidth offerings of 2 ("ONB2"), 5 ("ONB5"), 10 ("ONB10"), 15 ("ONB15"), 25 ("ONB25"), 50 ("ONB50"), 100 ("ONB100"), and 200 ("ONB200") Mbps. However, optional offerings are available in custom bandwidth offerings below 5 Mbps and up to 1 Gbps (see "Optional Services" below).

2.2 Grades of Service ("GOS")

The Preconfigured Circuits are provided through three Grades of Service ("GOS") that are distinguished based on Service priority and Service Level Objectives ("SLOs") as detailed in Sections 9 and 10. These three GOS are identified as:

- Level 1 Standard Service
- Level 2 Enhanced Service
- Level 3 Premium Service

2.3 Service Component Requirements

Agile will install Customer Premises Equipment ("CPE") at the Subscriber(s) premises to provide Connect Services via an industry standard RJ45 10/100/1000 Ethernet port.

2.4 Power Supply

An uninterruptible power supply ("UPS") is not a standard component of the Service and is not included in the configuration or price. If the Subscriber desires power backup at a given site, it is its responsibility to provide the UPS mechanism. Agile is not responsible for outages due to power failures or interruptions at the Subscriber premises, especially as they apply to network availability or Service Level metrics/credits.

2.5 Meet-Point

If a Subscriber elects to have the Service connect with a Third-Party Service Provider, as defined below, the Connect Services may be available in a meet-point billing arrangement

involving a Third-Party Service Provider. Where suitable facilities exist and where appropriate procedures for such arrangements have been put in place between Agile and such Third-Party Service Provider. When Agile and the Third-Party Service Provider jointly provision Service, the Third-Party Service Provider involved will bill the Subscriber at that Third-Party Service Provider's applicable rates for its portion of the Service located in its operating territory. The Third-Party Service Provider will submit its invoices to Agile, and Agile will re-bill the Subscriber at cost on behalf of the Third-Party Service Provider by consolidating the Third-Party Service Provider's invoices with Service Provider's invoices for the Services provided hereunder. Agile will coordinate processing the ordering and provisioning of the meet-point Services if selected by the Subscriber.

A "Third-Party Service Provider" means a telecommunications carrier offering service in a territory not served by Agile and which requires a meet-point between that service and a Service hereunder.

3. Optional and Other Services

3.1 Low Bandwidth Device Connect Services

This optional Service provides the availability of custom low bandwidth device connections (below 3 Mbps) and are priced as described in Section 6 below. The Low Bandwidth Connect Services are only available for device (e.g., oil well monitoring, road counter, video camera, etc) connections and are not a substitute for the end-user bandwidths specified and priced in the pricing table in Section 6.2 ("Preconfigured Circuits").

3.2 Redundant Connect Services

This optional Service provides a back-up connection that is in stand-by mode and supplements existing mission-critical needs. The Redundant Circuit is available in "stand-by" mode for a minimum cost and can be turned live should the primary circuit from another carrier go down. Pricing for Redundant Circuits is provided in Section 6.2.

3.3 Other Services

Due to the ubiquitous nature of the The Agile Network, The Agile Network Connect Services are available throughout the Subscriber and can be used to connect a variety of devices, equipment, and facilities, from low-bandwidth devices such as a road counter to higher bandwidth demands such as a point-to-point connection over a river or highway or connecting a multi-user facility such as a hospital. Due to the potentially unique nature of these connections, some optional Services may be quoted on an Individual Case Basis ("ICB") as Custom Circuits ("Custom Circuits").

4. Service Provider Support Services

Agile will provide Services under this Service Attachment through its Network Operations Center (NOC) as follows:

4.1 Service Provider Point of Contact

Agile will designate an Operations Manager as an official point of contact that will be Agile's liaison to the Subscriber responsible for day-to-day operations issues and decision making and manage Agile compliance with this Service Attachment.

4.2 Subscriber Point of Contact

The Subscriber will provide an official point of contact that will be the Subscriber's liaison to Agile responsible for general contractual and administrative issues and decision-making.

Support for Subscribers will be provided through a contact at the Subscriber's level and identified in the applicable Service Order.

4.3 Help Desk

Agile will provide the Subscribers with a help desk in support of the Services provided under this Service Attachment. The help desk will be a single point of contact for maintenance of the Services covered by this Service Attachment. The help desk will be staffed 24 hours per day, seven days per week for Subscribers to open trouble tickets, receive status on existing tickets, and escalate issues when appropriate. Agile's staff will be knowledgeable employees in the telecommunications industry, Agile's products, and Services, and basic troubleshooting techniques. The Agile Network NOC help desk can be contacted at: 855-792-6662.

4.4 Trouble Ticket Management

Agile will provide trouble ticket management including:

- a. receiving and recording trouble tickets in Agile's online trouble ticketing system;
- b. providing status updates to the Subscriber's contact, the person who reported the trouble, or a designee;
- c. automatically escalating trouble tickets within Agile's organization and any relevant Third-Party Service Providers' organizations, as necessary;
- d. managing Third-Party Service Providers, including providing a single point of contact to the Subscribers for the management of Third-Party Service Providers whose services are necessary for delivery of the Services in this Service Attachment (subject to the limitations as set forth in the MSA);
- e. monitoring trouble tickets to support compliance with the Service Level Objectives ("SLOs"); and
- f. closing trouble tickets in Agile's online trouble ticketing system after verifying Service availability with the Subscriber.

4.5 Testing and Monitoring

The NOC will perform non-intrusive and, when reasonably necessary, intrusive testing. It also will perform network monitoring to determine the status and performance of the Network and individual circuits including:

- 1. Trouble testing and problem isolation:
- 2. Reporting status to the help desk and escalating identified problems:
- 3. Dispatching field technicians to resolve issues that cannot be cleared remotely; and
- 4. Providing resolution status to the help desk.

4.6 Fault Management

4.6.1 Mean Time to Restore ("MTTR")

MTTR is defined as the average time interval between initial trouble ticket request being opened by Agile's support center (or Agile becomes aware of an issue impacting Network Service) to the time the Service is restored. If a Subscriber disputes Agile's determination of when the Service is restored, the Parties will work together in good faith to resolve any such dispute within 30 days.

There are three priority levels for trouble ticket severity ("Trouble Ticket Severity Level"):

- 1. Severity 1, Critical defined as a complete Outage affecting the Subscriber's Service.
- 2. Severity 2, Major defined as a partial Outage or significant Service degradation affecting the Subscriber's Service.
- 3. Severity 3, Minor defined as minor Service degradation minimally affecting the Subscriber's Service.

MTTR objectives and priorities are established based on GOS and Trouble Ticket Severity Level.

4.6.2 Routine Network Maintenance

Agile will perform routine network maintenance ("Routine Network Maintenance") for network improvements and preventive maintenance and will use commercially reasonable efforts to provide five days notice to the affected Subscribers of all Routine Network Maintenance that could affect Subscriber's Service. Routine Network Maintenance also includes maintenance that could result in a serious degradation or loss of Service if not accomplished promptly by Agile, but Agile's operations group must provide as much prior notice as practicable, via e-mail or other means, in any such case. Routine Network Maintenance will not be calculated against Service Level measurements, provided that such Routine Network Maintenance does not interfere with the Service of a Subscriber more than once in any calendar week, and then only within the windows described in the next section.

4.6.3 Routine Network Maintenance Windows

Unless otherwise agreed to between the Parties, Routine Network Maintenance must be performed during Agile's standard maintenance window, which is as follows:

12:01 AM – 6:00 AM Local Time, Monday through Friday

In addition to Routine Network Maintenance, Tower Maintenance will be required from time to time, and the Tower Maintenance windows are as follows:

3:01 PM - 6:00 PM Local Time, Monday - Friday 8:01 AM - 2:00 PM Local Time, Saturday - Sunday

If Routine Network Maintenance is necessary during these specified times, the affected Subscribers will be notified via e-mail sent to the contact designated by the Subscriber with a "Planned Maintenance Notification". This notification will inform the Subscriber of the anticipated time, duration, and reason for the Routine Network Maintenance. While the specified maintenance window is six hours, it will be rare for Routine Network Maintenance to require use of this entire window.

4.6.4 Emergency Maintenance

Any maintenance performed outside the above windows will be limited to emergency situations ("Emergency Maintenance"). If Agile intends to perform Emergency Maintenance, then Agile will provide as much prior notice to the affected Subscribers as is practicable under the circumstances by e-mail to the primary Service contact for the Subscriber listed in the applicable Service Order.

4.7 Reporting

Agile, through its NOC, will make available to the Subscriber monthly reports detailing Service Level Performance for all Services and all Orders under this Service Attachment. Such reports will be available in an agreed upon format. Agile also will provide similar reports to the Subscribers but limited to the Services Orders of each such Subscriber.

4.8 Call Charges

If Agile responds to a Service call initiated by a Subscriber, and Agile and the Subscriber agree that the cause of the problem is not due to Agile's network or equipment but is due to the Subscriber's equipment or operations, the Subscriber must pay Agile for the Service call on a time and materials basis at \$125 per hour.

5. Fee Structure

Agile is providing the following pricing components to deliver its The Agile Network Connect Services to the Subscribers.

5.1 Circuit Pricing

This is a Monthly Recurring Charge ("MRC") per circuit dependent on the amount of bandwidth ordered as well as the Service Term and GOS. Circuit pricing includes inside construction and demarcation extensions costs, such that delivery of the Services from the outside the building to the agreed inside location, as requested by the Subscriber, is provided at no additional cost beyond those provided by the pricing table in Section 6 below, if the demarcation extension is no more than 200 feet.

5.2 Non-Recurring Installation Fee

This component consists of the necessary costs to install the circuit and is a flat fee based on the Service Term. Typical installation time is seven business days from the time the Order is accepted by Agile.

5.3 Non-Recurring Construction Costs

This component consists of any necessary construction expenses to deliver a Service to outside the Subscriber location. A typical installation will not involve construction costs, as Agile will place Customer Premises Equipment ("CPE") at the Subscriber's premises to provide The Agile Network Connect Services via an industry standard RJ45 10/100/1000 Ethernet port. However, some installations may have unique construction considerations and individual requirements, and in these cases, this component is calculated on an ICB.

5.4 Term of Order

This component specifies the Service Term between Agile and the Subscriber. Only those Service Terms identified herein are permissible.

6. Pricing Tables

Pricing is based on a per circuit basis. Agile will charge, and Subscribers agree to pay, the appropriate Monthly Recurring Charge ("MRC") and non-recurring Install Fee in this Service Attachment in accordance with the MSA. Due to the individual requirements at each location, the non-recurring construction cost is calculated on an ICB.

6.1 Low Bandwidth Device Connect Services

This optional Service provides the availability of custom low-bandwidth device connections (below 3 Mbps) and are priced as follows for a month-to-month Service Term and a standard GOS.

- 1. MRC per circuit: \$60
- 2. Install Fee: \$700
- 3. Comes with 1GB of data per month
- 4. Above 1GB priced at \$.25 per 1 MB per month up to a maximum charge of \$360 per month, including the \$60 MRC
- 5. Data capped at 3GB per month
- 6. Upon reasonable notice to the Subscriber, a Low Bandwidth Connect Service can be terminated by Agile if the connected device is suspected of malfunctioning

The Low Bandwidth Connect Services are only available for devices such as oil well monitoring, road counters, weather monitoring stations, and similar uses and are not a substitute for Preconfigured Circuits.

6.2 Redundant Connect Services

This optional Service's availability is determined on an ICB and provides for a Redundant Circuit to back up existing primary service from another carrier. Each Redundant Circuit is priced on an ICB.

7. Terms and Conditions

All Orders for Services hereunder will be documented by a Service Order. The Subscribers will be bound by the terms of this Agreement and be responsible for all use of the Service provided to them as specified in the Service Order.

The Agile Network Connect Services are provided by Agile where network facilities permit. If appropriate network facilities are not available, additional construction and installation charges may apply ("Special Construction Charges"). Special Construction Charges will be quoted to the Subscriber for written approval prior to Order acceptance. Notwithstanding the foregoing, Special Construction Charges will not apply to locations equipped with spare capacity of existing Service that meets the specifications of the requested Service. Agile may, based on its internal policies and procedures, reject an Order by the Subscriber.

Before a Subscriber issues a Service Order for Service, Agile will provide a quote (a "Service Quote") in writing that documents (i) the Service term, (ii) such other configuration requirements consistent with the terms hereof and (iii) any Special Construction Charges

associated with the Order. The Subscriber then may place the Order consistent with the Service quote via the Subscriber's TSR System.

7.1 Non-Recurring Costs and MRC Payment

The Subscribers are obligated to pay any billable construction costs, installation fees and first month MRC upon acceptance of Service and all other requirements of this Agreement are met. MRCs are due monthly on the 1st of the month, in advance and then only once the Service is accepted and all other requirements of this Agreement are met.

7.2 Early Disconnection Charge

The "Early Disconnection Charge" with respect to a particular circuit will equal to (a) one hundred percent (100%) if within the first year or seventy five percent (75%) thereafter of the MRCs that would have been due under the then-current Service Term (exclusive of any discount previously received); and (b) any outstanding undisputed invoices still owed by Subscriber. Such payment shall be due within thirty (30) days of termination.

7.3 Example of Early Disconnection Charge

If the Service term selected by the Subscriber is 60 months and the MRC is \$360 for a 5 Mbps circuit, and if the Subscriber cancels the Service after 35 months, the Disconnection Charge will be calculated based on the 25 months remaining on the Service Order as follows:

$$(\$360) \times (25) \times (75\%) = \$6,750.$$

7.4 Expedite Fees

Expedite Fees are costs associated with expediting the installation of a Service which may include an additional charge. Typical installation timeframe is seven business days upon Agile acceptance of an Order and Agile will determine if it can accommodate an expedite installation request. This option may be provided on an ICB.

7.5 Change of Service

The Subscriber may change the Service Term, bandwidth, and/or GOS for Preconfigured Circuits ordered under a particular Order during the Service Term of the Order upon 30 days written notice to Agile. Using the Bill Date (as that term is defined in Section 11) as the start of the Service Term for the changed Service, MRCs for the changed Service will subsequently be based on the newly selected Service Term, bandwidth, and GOS as if new Service were initiated. Provided the changed Service results in no decrease of Service Term duration, bandwidth, or GOS, no Early Disconnection Charge will apply.

However, the applicable Early Disconnection Charge will apply as if the Service were discontinued for any changed Service resulting in a decrease of Service Term, bandwidth, or GOS, if the total fees under the new Service are less than under the changed Service. But in any such case, the total fees for the new Service Term will be subtracted from the total remaining fees under the changed Service Term before the calculation of the Early Disconnection Charge provided for in Section 7.3.

7.5.1 Change of Service Location Request

In the event that a Subscriber, while under contract for Agile services, wishes to move their service to a new location, they may do so as a continuation of the contract agreed to in the

corresponding service agreement as long as the new location is within existing Agile coverage. In such an event, the Subscriber must first obtain written approval (via physical documentation or email) from Agile that the new location is serviceable. In addition to and only after obtaining this approval, the Subscriber must give written notice to Agile 90 days prior to the requested change of service date.

If a service is moved from one location to another under the terms specified above, the Subscriber may be charged a construction fee to move the contracted service. This construction fee will be determined on an Individual Case Basis.

In the event that a Subscriber has had the Agile service active at an originally contracted location for a minimum of one year and moves from that location to one that is determined by Agile to be outside of Agile coverage, the Subscriber will be released from the agreement without being penalized the early disconnection charge as described in 7.2. If the Subscriber wishes to move the contracted service within the first year of the service being activated and the destination location is determined by Agile to be outside of Agile coverage, the Subscriber must pay the early disconnect charge as described in 7.2.

7.6 Delay Installation Request

A Subscriber may request to delay installation for up to 30 days following the original installation date at no charge if Agile is notified of the request at least ten days prior to the original installation date.

7.7 Service Term

Subject to the Term of the MSA and this Service Attachment, the Subscriber's rights of termination and renewal as set forth in the MSA and the Subscriber's right to cancel the ordered Services in accordance with the MSA, the "Service Term" with respect to each Service Order hereunder will be the number of months of Service selected and set forth in the Service Order.

Upon expiration of the Service Term during the Term of the MSA, upon 30 days prior notice to Agile the Subscriber will have the right to:

- 1. renew a Service on the same terms and at the same rates for the duration of the renewed Service Term,
- 2. renew the Service and select a different Service Term under the terms and rates set forth herein
- 3. cease using the Service under the expiring Order (which will require the Subscriber to take all steps required by Agile to terminate the Service; or
- 4. continue using the Service on a month-to-month Service arrangement, at Agile's then-current monthly rates.

If the Subscriber fails to provide notice to Agile hereunder, the Service will be continued on a month-to-month Service arrangement, at Agile's then-current monthly rate for the Service.

If the MSA or this Service Attachment terminates or expires in accordance with the terms of the MSA, then any Service ordered under this Service Attachment that extends beyond the Term of this Service Attachment and/or the MSA will also terminate unless the Subscriber elects in writing to extend the Service provided hereunder up to an additional one year

period, in which case the use of the Service by the Subscriber so electing will continue to be governed by the terms and conditions of the MSA and this Service Attachment.

8. Service Level Definitions

This section defines Agile's Service Level Objectives ("SLOs") for network performance.

8.1 Network Availability

Network Availability is calculated as the percentage of time that The Agile Network is capable of accepting and delivering Subscriber data to the total time in the measurement period. The calculation for Network Availability for a given calendar month is as follows:

- 1. [24 hours x days in month x 60 minutes x number of Subscribers]
- 2. Subtract network Service Outage time (measured in minutes)
- 3. Divide by [24 hours x days in month x 60 minutes x number of Subscribers]

8.2 Throughput (Bandwidth)

"Throughput" is measured relative to the theoretical maximum of the transport circuit measured in "bits per second" on a circuit between the Subscriber / Service Provider's interconnection point and the Subscriber's end user location. The Throughput test must validate 100% Throughput and will generally follow the methodology defined in the Internet Engineering Task Force (IETF) RFC 2544 and include validation with uni-cast and multi-cast Ethernet frames.

- 1. Throughput measurement testing will be performed before the Subscriber's acceptance of a Service Order and can be requested thereafter if the Subscriber is experiencing Service impacting degradation issues.
- 2. Anytime after acceptance, the Subscriber will initiate such request by opening a trouble ticket with Agile. The Throughput measurement test is intended to validate network performance from end-to-end on Agile's facilities.
- 3. The Subscriber will be responsible for providing appropriate testing equipment and resources for requested Throughput testing.

8.3 Latency

Latency measurements will consist of measuring the time it takes to travel from the origination to termination ports for the connection in question. Latency is measured by averaging sample measurements taken during a 30 day period between network terminating equipment to which the Subscriber's ports are attached when Agile's network is available.

8.4 Packet Delivery Rate ("PDR")

PDR is a function of bandwidth, error performance, congestion and other factors. PDR is expressed as a percentage of Ethernet frames offered to the network that successfully traverse the network, end-to-end, within the CIR, and within a 30 day period. PDR is calculated as the total number of effective Ethernet frames, per port, that successfully traverse the network divided by the total number of effective Ethernet frames, per port, offered to the network within a 30 day period. PDR is measured by averaging sample measurements taken during a 30 day period from NTE to NTE to which the Subscriber's ports are attached when Agile's network is available.

8.5 litter

Jitter is calculated as the delay variance of the packets transported across the network or the delta of delay between two consecutive packets. It is measured between two endpoints, and will consist of measuring the time between a set of packets. Jitter is measured by averaging sample measurements taken during a 30 day period between network terminating equipment to which the Subscriber ports are attached when Agile network is available.

9. Service Level Objectives

The following section is a description of Agile's network performance. The service level objectives provided in Appendix 2 represent monthly average objectives that will be measured in a given month for each GOS.

10. Service Level Agreement / Service Credits

For purposes of this section, a "Service Outage" means an unavailability of the Service to carry traffic between two points of termination; provided that a Service Outage will not be deemed to have occurred if it arises from or relates to any of the following:

- 1. an event where Agile's failure to perform is excused by Section 3.1 of the MSA;
- 2. the failures of any components beyond Agile's demarcation point including failures attributed to facilities or equipment provided by the Subscriber or its contractors, equipment vendors, or another carrier;
- 3. the failure of any Subscriber operated network component beyond Agile's control such as a tower site used by Agile to provide Service to the Subscriber(s);
- 4. data exceeding subscribed usage;
- 5. a circuit has not been accepted by the Subscriber:
- 6. the negligence, error, acts, or omissions of the Subscriber or others authorized by the Subscriber to use the Service;
- 7. during any period in which Agile or its agents are not afforded access to the premises under the Subscriber's control after reasonable notice;
- 8. data loss during Agile's scheduled maintenance window;
- 9. during any period when the Subscriber has released Service to Agile for maintenance or rearrangement purposes (including, without limitation, during any Routine Network Maintenance);
- 10. any period when the Subscriber elects not to release the Service for testing and/or repair and continues to use it on an impaired basis;
- 11. a breach by the Subscriber of its obligations under the MSA or this Service Attachment that is the cause of the Service Outage.

10.1 Service Credit - Service Outage

If a Service Outage lasts for an extended period of time (an "Outage") and the Subscriber submits a request in accordance with the Remedies Section below, Agile will provide a credit (the "Outage Credit") for Service as detailed in Appendix 3.

All Outage Credits will be credited to the Subscriber no later than the second subsequent monthly invoice issued to the Subscriber for the affected Service. THE PROVISIONS OF THIS SECTION SUBSCRIBER THE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES FOR SERVICE OUTAGES EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE.

10.2 Remedies

Upon the Subscriber's request to Agile's help desk made within 30 business days of the closing of the applicable trouble ticket, the Subscriber will be entitled to Outage Credits as set forth herein. The maximum Outage Credit issued in anyone calendar month may not exceed the applicable month's MRC for the affected Service Order.

An Outage will begin when the Subscriber opens a trouble ticket for the affected Service and Agile acknowledges receipt of such trouble ticket and validates that the Service is affected by an Outage, or when Agile becomes aware of network Outages as a result of multiple Subscribers being affected. Agile will not unreasonably withhold or delay such acknowledgement and validation.

An Outage is concluded upon validation that the Outage has been cured and Agile closes out the trouble ticket relating to such Outage and attempts to notify the Subscriber that Service has been restored.

10.3 Excessive Outage

If a Subscriber's circuits experience either three or more Outages, or 12 aggregate hours of Outages in each instance in any 30 day period (an "Excessive Outage"), the Subscriber will be entitled, in addition to the applicable Outage Credit due up to termination of the circuit, if any, to terminate the affected circuits without charge or liability. If a Subscriber terminates a circuit pursuant to this Section within the first 12 months following the Bill Date, Agile will provide a refund to the Subscriber in the amount of 50% of any Non-Recurring Construction Costs or Non-Recurring Installation Fees, in each instance separately invoiced and paid by the Subscriber.

If during any 12 month period Excessive Outages have occurred with respect to 30% of the highest number of all circuits deployed under this Service Attachment during the applicable 12 month period, then in addition to the remedies found elsewhere in this Service Attachment, the Subscriber will have the option to terminate the Agreement or this Service Attachment on 30 days written notice to Agile. The Subscriber must exercise this option within three months of the end of the applicable 12 month period of Excessive Outages. For the avoidance of doubt, the remedy set forth in this Section will only be exercisable by the Subscriber, and will not be exercisable by any Subscriber.

10.4 Recurring Service Errors

If any Service provided to a particular Subscriber repeatedly and substantially fails to conform to the SLOs, then upon that Subscriber's request, Agile and the Subscriber will coordinate and cooperate to jointly provide the necessary personnel and equipment, at each Party's own cost, to promptly perform a root cause analysis to determine the cause of such recurring errors. Upon such joint determination Agile will provide the Subscriber with a written copy of its analysis, which must include an action plan containing a reasonably detailed description of corrective action to be taken by Agile and the date (not to exceed 30 calendar days) by which such corrective action will be completed. Agile will take the corrective action described in the action plan. Should the action plan fail to resolve the nonconformity in all material respects, Agile will revise the action plan, seek to resolve the deficiencies or errors under the revised action plan, and, where appropriate, escalate the problem in accordance with Agile's escalation procedures. This process will continue until the correction is achieved or either party elects to cancel the circuit without further obligation of either Party.

11. Installation and Acceptance of Service

The Subscriber will use its best efforts to obtain and maintain throughout the Service Term such consents (including, without limitation, landlord and land owner consents) as are necessary to permit, and will timely permit, Agile's personnel to install, deliver, operate, and maintain the Service and equipment ordered hereunder at the Subscriber's facilities.

The Subscriber also will permit Agile to access the Subscriber's end user facilities as needed (including roof access, as necessary) to install, configure, upgrade, maintain, or remove the equipment and other Service components located at the aforementioned facilities.

The Subscriber must make and maintain throughout the Service Term all site preparations and accommodations necessary to permit the installation, maintenance, and operation of the Service and any equipment as required by Agile in its quote for Service, including without limitation, all requested floor space, equipment bay or equipment rack space, environmental controls and, if available, protected/UPS AC power, technical and maintenance support, site access, cable entrance, conduit, tower/antenna space, ground isolation device and network repeater.

Provided that the Subscriber properly performs all necessary site preparations and accommodations and provides Agile with all required consents, Agile must use commercially reasonable efforts to install the Service in accordance with a mutually agreed upon schedule.

Agile must provide the Subscriber with a completion notice ("Completion Notice") upon completion of the installation of the Service. The Subscriber will have five business days after receipt of the Completion Notice to test and sign the Completion Notice (the "Acceptance Period") and provide Agile notice accepting or rejecting the Service. If the Subscriber determines during the Acceptance Period that the Service is not operating in conformity with Agile's SLOs, the Subscriber will immediately notify Agile (specifying in reasonable detail the defect or failure of the Service). If the Subscriber notifies Agile in writing that the Service is unacceptable, Agile must, within thirty (30) days following receipt of such notice, remedy the Service and re-deliver such Service to the Subscriber. The foregoing process will continue until the Subscriber accepts the Service in writing or Agile has made three attempts to correct the deficiency without successfully bringing the Service in compliance with Agile's commercially reasonable Service specifications.

If the Subscriber notifies Agile of acceptance of the Service as set forth above, or fails to notify Agile of its acceptance or rejection of the Completion Notice within the Acceptance Period, then in either case the Subscriber will be deemed to have accepted such Service (the date of such acceptance will be the "Bill Date"). Interconnection of the Service and Agile's CPE with the Subscriber's equipment will be performed by the Subscriber. The Subscriber's sole and exclusive remedy for Agile's failure to provide acceptable Service as set forth above will be to terminate the applicable Order without liability to either Party.

Appendix 1: Pricing

Pricing will be determined on an Individual Case Basis and will be reflective of the quote provided by Agile.

Appendix 2: Service Level Objectives

SLA Levels				
	<u>Premium</u>	<u>Enhanced</u>	<u>Standard</u>	<u>Applicability</u>
Network Availability	99.99%	99.95%	99.95%	Network SLO
	100% of	100% of	100% of	
Throughput (Bandwidth)	Theoretical	Theoretical	Theoretical	
	Maximum	Maximum	Maximum	Circuit Level SLO
Latency	<20 ms (one way)	<30 ms (one way)	No Target	Circuit Level SLO
Packet Delivery Rate	99.90%	99.60%	99.20%	Circuit Level SLO
Jitter	<28 ms	<28 ms	<28 ms	Circuit Level SLO
MTTR - Critical Severity Level	1 hour	4 hours	6 hours	Contract Level SLO
MTTR - Major Severity Level	2 hours	6 hours	8 hours	Contract Level SLO
MTTR - Minor Severity Level	3 hours	8 hours	8 hours	Contract Level SLO
Maintenance Notification	5 days	5 days	5 days	Contract Level SLO

Appendix 3: Service Credits

SLO Level	Per Service Outage	Percentage Credit	
	8 hours to 12 hours	10% of MRC	
Standard	12 hours to 24 hours	20% of MRC	
	Over 24 hours or Recurring	100% of MRC	
	6 hours to 12 hours	15% of MRC	
Enhanced	12 hours to 24 hours	30% of RMC	
	Over 24 hours or Recurring	100% of MRC	
	4 hours to 12 hours	25% of MRC	
Premium	12 hours to 24 hours	50% of MRC	
	Over 24 hours or Recurring	100% of MRC	