

**THESE MASTER SERVICES AGREEMENT TERMS (the "Master Services Agreement")**, apply to any Services provided by Agile Network Builders, LLC d/b/a Agile Networks ("Agile") having an office at 213 Market Avenue North, Suite 310, Canton, Ohio 44702 to the Customer indicated on a duly executed and accepted Service Order. Agile and the Customer are each referred to herein as a "Party" and collectively as the "Parties."

## **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" or "Subscribers" means the Person that the Customer authorizes to purchase and/or use services from Agile in connection with this Agreement. "Person" means an individual, a proprietorship, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or any other business enterprise or any governmental entity (or any department, agency or political subdivision thereof).

### **1.4 Non-Exclusivity**

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

### **1.5 Entire Agreement**

- A. This Master Services Agreement, together with any Service Attachments, validly executed and accepted Service Orders, appendices, exhibits, amendments, addenda and all other certificates or other documents incorporated herein by reference (collectively, the "Agreement"), 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.

### **1.6 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.

### **1.7 Survival**

Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive, including but not limited to those regarding Confidentiality, Indemnification, and Antitrust.

## 1.8 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.

## 1.9 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.

## 1.10 Service Specific Terms and Conditions and Service Attachments

"Service Attachment(s)" shall mean those service attachments issued pursuant to this Agreement that describe services (the "Service(s)") Agile may offer under this Agreement, along with any applicable special terms or conditions applicable, descriptions of 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. Agile's standard Service Attachment for Agile Network Connect Services is attached hereto as Attachment 1.

## 1.11 Order of Precedence

In the event of an express conflict between the terms of this Master Services Agreement and the terms of any Service Attachment or Service Order, then the following descending order of precedence will apply: (a) the terms of the applicable Service Order, but solely with respect to the Service covered by that Service Order; (b) the terms of the applicable Service Attachment, but solely with respect to the Service covered by that Service Schedule; and (c) the terms of this Master Services Agreement.

## 1.12 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. As used herein, "Confidential Information" means all non-public information, including this Agreement, regarding the business of Customer and Agile which is disclosed by one Party to the other Party, to the extent that such information is marked or identified as confidential or proprietary or is or would be otherwise understood by a reasonable person to be confidential. 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. Confidential Information does not include information that (1) is independently developed by the receiving Party, (2) is lawfully received by the receiving Party free of any obligation to keep it confidential, or (3) becomes generally available to the public other than by breach of this Agreement.
- 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; or (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

- 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 but no less than a reasonable degree of care. In the event that the receiving Party is required to disclose Confidential Information of the disclosing Party pursuant to law, then, to the extent permitted by applicable law, the receiving Party will notify the disclosing Party of the required disclosure with sufficient time for the disclosing Party to seek relief, will cooperate with the disclosing Party in taking appropriate protective measures at the disclosing Party's expense, and will use commercially reasonable efforts to seek protection of the Confidential Information from further disclosure.

### **1.13 Counterparts**

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that fully executed electronic copies or facsimile copies of this Agreement and corresponding Service Orders are legally binding and shall act as originals for the purpose thereof.

### **1.14 Supplements**

Any modification to the terms contained in this Master Services Agreement or any Service Attachment will only be effective if same is memorialized in a written amendment to this Agreement executed by authorized representatives of both Parties or to the extent contained in one or more supplements executed concurrently with this Master Services Agreement and/or such Service Attachment(s) by authorized representatives of both Parties (each a "Supplement"). Upon execution by the Parties, each such Supplement shall be incorporated into and subject to the terms and conditions set forth in this Master Services Agreement.

## **2. Indemnification / Limitation of Liability**

### **2.1 Indemnification**

Customer shall defend, indemnify, and hold harmless Agile and its affiliates officers, directors, 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: (a) damage to real or tangible personal property or for bodily injury, including death, as a result of any willful misconduct or negligent act or omission on the part of Customer or anyone for whom Customer is responsible; (b) Customer's (or its end users') unlawful or infringing use of a Service; and (c) 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. Except for any warranties expressly set forth in this Master Services Agreement or a Service Attachment, 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 and all warranties, 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 representation or warranty. The term “affiliate” as used hereunder shall mean, with respect to either Party, any entity controlled by in control of, or under common control of such Party.
- B. Customer assumes all risk and responsibility for use of all Services 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, other than those explicitly stated in the Service Attachments(s), and Customer’s remedy is limited to those defined in Paragraph C, below. In addition, Customer acknowledges and agrees that Agile’s third-party service providers do not make any warranties to Customer under this Agreement, and Agile does not make any warranties on behalf of such service providers under this Agreement (including, but not limited to, any Service Attachment or Service Order), whether 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 (INCLUDING, BUT NOT LIMITED TO, ANY SERVICE ATTACHMENT OR SERVICE ORDER), 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 (INCLUDING, BUT NOT LIMITED TO, ANY SERVICE ATTACHMENT OR SERVICE ORDER).

## 3. Standard Clauses

### 3.1 Excusable Delay/Force Majeure

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 part by something beyond a Party's reasonable control, including, but not limited to: acts of God, flood, extreme weather, fire, natural calamity, terrorism, any moratorium, law, order, regulation, action or inaction of any governmental entity or civil or military authority, power or utility failures, fiber or cable cuts caused by third parties, unavailability of rights-of-way, national emergencies, insurrection, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties, pole hits, or material shortages.

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 actions. The Party whose performance is affected shall use all reasonable efforts to minimize the delay caused by the Force Majeure event and to re-commence its performance as if no Force Majeure event had occurred.

### **3.2 Sales, Use, Excise, and Property Taxes**

Unless otherwise set forth in an applicable Service Attachment, fees do not include sales, use, value added, excise or other taxes. Customer will pay or, if paid by Agile, reimburse Agile, for all taxes based on this Agreement or fees payable hereunder (excluding taxes on Agile's net income), together with any interest (at the rate set forth in this Agreement) on such taxes if not promptly reimbursed to Agile.

### **3.3 Drug-Free Workplace**

Each Party will comply with all applicable state and Federal laws regarding keeping a drug-free 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.

### **3.4 Assignment**

Agile may assign this Agreement or any of its rights or obligations under this Agreement without the consent of the Customer. This Agreement and any of its rights, interests, and obligations hereunder may not be assigned or transferred in whole or in part by Customer without the prior written consent of Agile and any purported assignment without such express written consent is void.

### **3.5 Governing Law**

This Agreement will be governed by the laws of Ohio, without regard to conflicts of laws principles, and the exclusive venue for any disputes will lie with the appropriate state and federal courts situated in Stark County, Ohio. The Parties hereby consent to such exclusive jurisdiction and venue.

### **3.6 No Third-Party Beneficiaries**

The covenants, understandings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns. It is the explicit intention of the Parties hereto that there are no third-party beneficiaries hereto and no person or entity other than the Parties is or shall be entitled to any legal rights under this Agreement.

### **3.7 Use of Name**

Neither Party will use the other Party's name in any advertising, publicity or marketing without the other Party's prior written consent.

### **3.8 Safety and Security Rules**

When accessing Customer networks and systems, Agile will comply with all applicable policies and regulations regarding data security and integrity of which Agile is made aware. When on any property owned or controlled by the Customer, Agile will comply with all security and safety rules applicable to Persons on such premises to the extent made known to Agile.

## **4. Orders Requesting Service, Cancellation, or Modification**

### **4.1 Service, Cancellation, or Modification**

All orders for Service, as well as any cancellations, amendments or modifications to Services must be made through a written service order in a manner consistent with this Agreement and the applicable Service Attachment(s) (each, a "Service Order").

## **5. Term**

### **5.1 Agreement Term**

Subject to the provisions of Section 5.2, the term of this Agreement shall commence on the Effective Date and continue for a period of ten (10) years from the Effective Date, unless earlier terminated as provided herein. Thereafter, the term will automatically renew for successive additional periods of one (1) year each ("Renewal Term") unless either party notifies the other party in writing of non-renewal at least one hundred eighty (180) days in advance of the renewal date. Each Service Order issued in connection with this Agreement shall have its own term.

### **5.2 Service Orders**

Notwithstanding the early termination or expiration of the term of the Agreement, each Service Order shall continue in full force and effect (and the terms of this Agreement and the applicable Service Attachment shall continue to apply to such Service Order) until such time as the term of such Service Order(s) has expired or is earlier terminated in accordance with this Agreement.

## **6. Termination - Agreement**

Subject to the provisions of Section 5, if (a) all Service Orders have been completed or are otherwise inactive due to expiration or termination in accordance with their terms and (b) Customer and Agile agree that the Customer requires no future Services from Agile under this Agreement or any Service Attachment, 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 through its term and any Renewal Terms as set forth in Section 5.

## **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 Customer or Agile as follows:

## 7.1 By the Customer

Customer shall have the right to terminate Services in accordance with the terms and conditions of the applicable Service Attachment(s) and Service Order(s). Upon any cancellation of Service, the Customer shall remain liable for all amounts accrued under the Agreement but unpaid as of the cancellation date as well as any cancellation charges as outlined in the appropriate Service Attachment(s) and/or Service Order(s).

## 7.2 By Agile

If Customer breaches any term of this Agreement (including, but not limited to, any Service Attachment(s) or Service Order(s)), then Agile may, at its option, terminate the Agreement or applicable portion thereof upon thirty (30) days' notice. Upon termination of any Service, the Customer shall remain liable for all amounts accrued under the Agreement but unpaid as of the cancellation date as well as any cancellation charges as outlined in the appropriate Service Attachment(s) and/or Service Order(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) and/or Service Order(s).

### 8.2 Claims and Disputes

- A. If the Customer does not timely pay an Agile invoice within five (5) days of the date payment is due, Agile will charge the Customer interest at an annual rate of fifteen per cent (15%) on all past due invoice amounts; such interest shall accrue on the unpaid balance from the day after an invoice becomes due until the invoice is paid in full.
- B. In addition to Agile's other rights as stated in this Agreement, if five (5) business days pass after the invoice becomes due and the Customer has not made payment to Agile in full, then Agile may suspend Service(s) until such time as all amounts due are paid, plus a One Hundred Dollar (\$100.00) reactivation fee.
- C. Notwithstanding operation of Section 7.2, above, if the Customer materially breaches any term of this Agreement (including, but not limited to, any Service Attachment or Service Order), and such breach remains uncured for a period of five (5) business days following written notice thereof, then Agile may, in addition to any other remedies available hereunder or at law or in equity, terminate this Agreement (or the applicable Service Attachment and/or Service Order(s)) upon written notice to the Customer, or suspend delivery of Service under this Agreement (or the applicable Service Attachment and/or Service Order(s)), in whole or in part, without further notice to the Customer until such time as the breach has been cured to the satisfaction of Agile in its sole discretion. If Agile elects to suspend Service pursuant to this Section 8.2(C), Agile shall retain the right to terminate the Agreement notwithstanding initially electing to suspend Services.

### 8.3 Invoicing

- 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 an applicable Service Attachment or Service Order. Agile will invoice the Customer for non-recurring charges ("NRCs") in the Customer's initial invoice for Services, after

determination of such charges. Invoices for all other Services will be based upon the terms set forth in the applicable Service Attachment and/or Service Order.

- B. Invoices will be submitted electronically, either in the form of an email or internet download, which form is to be determined at the Customer's option, to the office designated in the Service Order (or Service Attachment if not set forth in the Service Order) 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. Invoices for Services will contain a description of the Services that is sufficient to allow the Customer to identify the Services provided.

## **8.4 Payment**

- A. All payment for Services under this Agreement shall be made to Agile via ACH, check, wire transfer, electronic debit or other electronic process.
- B. Payment for any Services under this Agreement shall be due on the 1st day of each calendar month in advance.

## **9. Equipment and Network**

### **9.1 Agile Equipment**

- A. In accordance with this Agreement, Agile may provide, install, maintain, repair, operate and control certain of Agile's telecommunications devices, apparatus, poles, towers, and associated equipment owned, leased, or otherwise obtained by Agile to provide Services ("Agile Equipment") at the Customer(s) premises. The Agile Equipment and Agile's fiber optic cable network and associated optical/ electronic equipment used to deliver Services, whether owned, leased, or otherwise obtained by Agile shall remain the sole and exclusive property of Agile notwithstanding that it may be or become attached or affixed to Customer's or any other person's real property, and nothing contained herein or in any Service Order grants or conveys to Customer or such other person any right, title or interest in any Agile Equipment.
- B. Customer may not, and may not permit others to, alter, adjust, encumber, tamper with, modify, repair, rearrange, change, remove, relocate, or damage any Agile Equipment without the prior written consent of Agile.
- C. Customer shall be liable to Agile for any loss or damage to Agile's Equipment caused by Customer or Customer's employees, contractors, agents, invitees, or Subscribers.
- D. Nothing herein shall prevent Agile from using the Agile Equipment to provide service to other customers.

### **9.2 Network Extension**

- A. To the extent a Service Order requires Agile to complete construction, extend its network, and/ or obtain additional Underlying Rights, Customer shall use commercially reasonable efforts to assist Agile in obtaining such Underlying Rights as necessary to provide the Service. "Underlying Rights" means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, building access rights, rights-of-way, franchises,



permits, governmental and regulatory approvals and authorizations, and other rights, consents and approvals that are necessary to construct, install, maintain, operate, and repair the network and/ or for Agile to provide a Service. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Services that are necessary for Agile to provide a Service. "Off-Net Services" shall mean any services or facilities provided by a third-party. "On-Net Services" shall mean Services that use transmission and related facilities owned and controlled by Agile.

B. Agile may, without liability to either Party, terminate a Service prior to delivery, if Agile encounters unexpected construction costs, or unavailability of or excess costs for Underlying Rights, that make the construction economically or legally unfeasible.

C. Following the Effective Date, in the event that Agile is unable to maintain any necessary Underlying Rights without incurring additional costs, unless Customer bears the costs of obtaining such Underlying Rights, Agile may cancel the applicable Service Order and shall incur no liability to Customer hereunder.

### **9.3 Customer Equipment**

A. Customer shall, at its own expense, procure any equipment necessary to implement or receive or use the Service ("Customer Equipment").

B. Agile shall have no obligation to install, maintain, or repair Customer Equipment.

C. Promptly upon notice from Agile, Customer shall eliminate any hazard, interference or Service obstruction that any such Customer Equipment is causing or may cause as reasonably determined by Agile.

## **10. Customer Reporting Requirements**

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

## **11. 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.

## **12. 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; or c) overnight courier or d) email upon confirmation of receipt.

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### **If to Agile:**

**Agile Network Builders, LLC  
213 Market Avenue North  
Suite 310  
Canton, OH 44702**

**Attention: Sales**

**With mandatory copy to:  
Agile Network Builders, LLC  
c/o InSite Wireless Group  
1199 N. Fairfax St., Suite 700  
Alexandria, VA 22314  
Attn: Legal Department**

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## ATTACHMENT 1: Service Attachment

### THE AGILE NETWORK CONNECT SERVICES ("Connect Services")

This Service Attachment (the "Service Attachment") applies to any Agile Network Connect Services provided by Agile Network Builders, LLC ("Agile") having an office at 213 Market Avenue North, Suite 310, Canton, Ohio 44702 to the Customer indicated on a duly executed and accepted Service Order. An example Service Order can be found in Appendix 3. This Service Attachment is entered into subject to, and incorporates by reference, the terms and conditions of, that certain Master Services Agreement. Capitalized terms used herein without definition have the respective meanings ascribed to them in the Agreement.

#### 1. Service Overview

The Agile Network (the "Agile Network" or "The Agile Network" or "Network") is Agile's fiber optic and microwave backhaul network. Agile's Network Connect Services ("Connect 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 Customer(s) with the ability to purchase Connect Services offered by Agile pursuant to a validly executed and accepted Service Order(s).

#### 2. Description of Services

The Connect Services are provided throughout the Network operated by Agile and can be configured in a variety of ways, including point-to-point and internet. Multiple Customers 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 5 Mbps, 10 Mbps, 15 Mbps, 20 Mbps, 50 Mbps, 100 Mbps and 200 Mbps. Optional offerings are available in custom bandwidth offerings below 2 Mbps and up to 1 Gbps (see Customer Options and Other Services below). Preconfigured Circuits can be delivered as either point-to-point transport or Internet access.

##### 2.2 Grades of Service ("GOS")

The Preconfigured Circuits are provided through Grades of Service ("GOS") that are distinguished based on Service priority and Service Level Objectives ("SLOs") as detailed in Sections 9 and 10 and Appendix 1. These GOS are identified as:

- Standard Service
- Enhanced Service
- Premium Service
- Residential Service
- Commercial Service

## **2.3 Service Component Requirements**

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

## **2.4 Access**

Unless otherwise provided for in the applicable Service Order, Customer, at its own expense, shall secure throughout the Service Term any easements, leases, licenses or other agreements necessary to allow Agile to use pathways into and in each building at which Customer's premises is located, to the Demarcation Point. Upon expiration or termination of the applicable Service Term, Customer shall grant Agile access to its premises as necessary to enable Agile to remove the Agile Equipment as defined in the Agreement. Agile, its employees, contractors and agents shall have access to any Agile Equipment or facilities at Customer's premises. Notwithstanding anything to the contrary herein, Agile shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Customer (including, but not limited to, the failure to provide Agile prompt access) and/or caused by any notice or access restrictions or requirements. "Demarcation Point" shall mean the network interface point where Agile hands off the Service to Customer. The Demarcation Point delineates where responsibility for the Parties' respective networks, equipment and/ or maintenance obligations begin and end. Customer is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

## **2.5 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 Customer desires power backup at a given site, it is Customer's responsibility to provide the UPS mechanism. Agile is not responsible for outages due to power failures or interruptions at the Customer premises including, but not limited to, obligations and liabilities that would otherwise arise with respect to Network availability or Service Level metrics/credits.

# **3. Customer Options and Other Services**

## **3.1 Low Bandwidth Device Connect Services**

The optional Low Bandwidth Device Connect Services provides the availability of custom low bandwidth device connections (below 3 Mbps) and are priced as described below for a month-to-month Service Term and a Standard Service GOS. 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 in Section 2.1 of this Service Attachment.

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 Customer, 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.

### **3.2 Other Services**

Connect Services are available throughout the Network 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 Customer responsible for day-to-day operations issues and decision making and manage Agile's compliance with this Service Attachment.

### **4.2 Customer Point of Contact**

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

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

### **4.3 Help Desk**

Agile will provide the Customers 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 Customers to open trouble tickets, receive status on existing tickets, and escalate issues when appropriate. Agile's help desk staff will be knowledgeable employees in the telecommunications industry, Agile's products, and Services, and basic troubleshooting techniques. The Agile NOC help desk can be contacted at: 888.495.0549 or support@agilenetworks.com.

### **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 Customer'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 Customers 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 Agreement);
- e. monitoring trouble tickets to support compliance with the applicable SLOs; and
- f. closing trouble tickets in Agile's online trouble ticketing system after verifying Service availability with the Customer.

#### **4.5 Testing and Monitoring**

The NOC will perform non-intrusive and, when reasonably necessary, intrusive testing. "Intrusive testing" as used hereunder shall mean any testing that requires temporarily disabling the Customer's Service. Agile will also 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**

Mean Time to Restore ("MTTR") means the average time interval between initial trouble ticket request being opened by Agile's help desk (or Agile becomes aware of an issue impacting Network Service) to the time the Service is restored. If a Customer 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:

Severity 1 (Critical) - defined as a complete Service Outage affecting the Customer's Service.

Severity 2 (Major) - defined as a partial Service Outage or significant Service degradation affecting the Customer's Service.

Severity 3 (Minor) - defined as minor Service degradation minimally affecting the Customer's Service.

MTTR objectives and priorities are established based on Grades of Service and trouble ticket severity level.

##### **4.6.2 Routine Network Maintenance**

Agile may perform Routine Network Maintenance for Network improvements and preventive maintenance and will use commercially reasonable efforts to provide five days' notice to the affected Customers of all Routine Network Maintenance that could affect Customer'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. 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 Customer more than once in any calendar week, and then only within the windows described in Section 4.6.3.

#### **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, as applicable, 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 Customers will be notified via e-mail sent to the contact designated by the Customer with a "Planned Maintenance Notification". This notification will inform the Customer 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 Customers as is practicable under the circumstances by e-mail to the primary Service contact for the Customer listed in the applicable Service Order.

#### **4.7 Reporting**

Agile, through its NOC, will make available to the Customer monthly reports detailing Service Level Performance for all Services and all Service Orders under this Service Attachment. Such reports will be available in an agreed upon format and will be limited to the relevant Services ordered by each such Customer.

#### **4.8 Call Charges**

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

### **5. Fee Structure**

Agile is providing the following pricing components to deliver its Connect Services to the Customers.

## 5.1 Circuit Pricing

Customer shall pay to Agile a monthly recurring charge per circuit dependent on the amount of bandwidth ordered as well as the Service Term (as defined in Section 7.7) and Grades of Service. Circuit pricing includes inside construction and demarcation extensions costs, such that delivery of the Services from the outside of the building to the agreed inside location, as requested by the Customer, is provided at no additional cost beyond those provided by the pricing described 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.

## 5.3 Non-Recurring Construction Costs

This component consists of any necessary construction expenses to deliver a Service to outside the Customer location. A typical installation will not involve construction costs, as Agile will place CPE at the Customer's premises to provide 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.

## 6. Pricing

Pricing is based on a per circuit basis. Due to the individual requirements at each location, the MRC and any applicable NRCs are calculated on an ICB. Agile will charge, and Customer agrees to pay or cause Customer to pay, in accordance with the Attachment, the appropriate MRC and NRCs as set forth in this Service Attachment or the applicable Service Order.

## 7. Terms and Conditions

All Service Orders hereunder will be documented by a Service Order. Customer will be bound by the terms of the Master Services Agreement, this Service Attachment and any applicable Service Order(s) and shall be responsible for all use of the Service as specified in the Service Order.

The 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 Customer for written approval prior to Service 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 a Service Order by the Customer.

Before a Customer 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 Service Order. The Customer then may place an order for Services consistent with the Service quote by issuing the Service Order.



## **7.1 Non-Recurring Costs and Monthly Recurring Charge Payment**

The Customer shall pay, and the Customer shall cause the Customer to pay, any billable construction costs, installation fees and first month MRCs upon acceptance of Service. MRCs are due monthly on the 1st of the month, in advance.

## **7.2 Early Disconnection Charge**

If Customer has the right to cancel Service prior to expiration of the Service Term, then the Customer shall be pay an Early Disconnection Charge with respect to a particular circuit equal to (a) one hundred percent (100%) if within the first year of the MRCs that would have been due under the then-current Service Term (exclusive of any discount previously received), or (b) 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). In addition, the Customer shall remain liable for any outstanding invoices for Services rendered prior to such cancellation of Services. Payment of the amounts due hereunder shall be due within thirty (30) days of cancellation, if permitted.

## **7.3 Example of Early Disconnection Charge**

If the Service term selected by the Customer is 60 months and the MRC is \$360 for a 5 Mbps circuit, and if the Customer 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**

Customer shall pay to Agile additional fees and costs associated with expediting the installation of a Service ("Expedite Fees"). Typical installation timeframe is seven (7) business days following Agile acceptance of a Service Order. Agile will determine if it can accommodate an expedite installation request and the fees associated on an ICB.

## **7.5 Change of Service**

The Customer may change the Service Term, bandwidth, and/or GOS for Preconfigured Circuits ordered under a particular Service Order during the Service Term of the Service 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 the Service Term, bandwidth, or GOS, if the total fees with respect to the new Service are less than with respect to 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.

## **7.6 Delay Installation Request**

A Customer 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 10 days prior to the original installation date.

## 7.7 Service Term

Subject to the Term of the Agreement, the Customer's rights of termination and renewal as set forth in the Agreement and the Customer's right to cancel the ordered Services in accordance with the Agreement, the "Service Term" with respect to each Service Order hereunder shall be the number of months of Service selected and set forth in the applicable Service Order.

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

7. renew a Service on the same terms and conditions herein for a Service Term and rates to be negotiated at the time of renewal;
8. cease using the Service under the expiring Service Order (which will require the Customer to take all steps required by Agile to terminate the Service); or
9. continue using the Service on a month-to-month Service arrangement, at Agile's then-current monthly rates.

If the Customer 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.

## 8. Service Level Definitions

This section defines Agile's Service Level Objectives 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 Customer 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 Customers]
2. Subtract Network Service Outage time (measured in minutes)
3. Divide by [24 hours x days in month x 60 minutes x number of Customers]

### 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 Customer / Service Provider's interconnection point and the Customer'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.

10. Throughput measurement testing will be performed before the Customer's acceptance of a Service Order and can be requested thereafter if the Customer is experiencing Service impacting degradation issues.
11. Any time after acceptance, the Customer 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.

12. The Customer 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 Customer's ports are attached when Agile's Network is available.

### **8.4 Packet Delivery Rate**

Packet Delivery Rate ("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 specified Grade of Service, 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 Network Termination Equipment ("NTE") to NTE to which the Customer's ports are attached when Agile's Network is available.

### **8.5 Jitter**

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 Customer ports are attached when Agile Network is available.

## **9. Service Level Objectives**

Appendix 1 sets forth SLOs for Agile's Network performance, which represent monthly average objectives that will be measured for each Grade of Service.

## **10. Service Level Agreement / Service Credits**

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

13. an event where Agile's failure to perform is excused by Section 3.1 of the Master Services Agreement;
14. the failures of any components beyond Agile's demarcation point including failures attributed to facilities or equipment provided by the Customer or its contractors, equipment vendors, or another carrier;
15. the failure of any Customer operated network component beyond Agile's control such as a tower site used by Agile to provide Service to the Customer(s);
16. data exceeding subscribed usage;
17. a circuit has not been accepted by the Customer;
18. the negligence, error, acts, or omissions of the Customer or others authorized by the Customer to use the Service;
19. during any period in which Agile or its agents are not afforded access to the premises under the Customer's control after reasonable notice;

20. data loss during a Routine or Emergency Maintenance event;
21. during any period when the Customer has released Service to Agile for maintenance or rearrangement purposes (including, without limitation, during any Routine Network Maintenance);
22. any period when the Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis; or
23. a breach by the Customer of its obligations under the Agreement or this Service Attachment that is the cause of the Service Outage.

### **10.1 Service Credit - Service Outage**

If a Service Outage occurs and the Customer submits a request in accordance with the Remedies Section below, Agile will provide a credit (the "Outage Credit") for Service as detailed in Appendix 2.

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

### **10.2 Remedies**

Upon the Customer's request for an Outage Credit to Agile's help desk made within 30 business days of the closing of the applicable trouble ticket, the Customer 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 Customer 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 Service Outages as a result of multiple Customers 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. Agile will attempt to notify the Customer that Service has been restored.

### **10.3 Excessive Outage**

If a Customer's circuits experience either three or more Outages, or 24 aggregate hours of Outages, in each instance in any 30 day period (an "Excessive Outage"), the Customer 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 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 Customer will have the option to terminate this Service Attachment on 30 days written notice to Agile. The Customer 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 Customer.

## **10.4 Recurring Service Errors**

If any Service provided to a particular Customer repeatedly and substantially fails to conform to the SLOs, then upon that Customer's request, Agile and the Customer 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 Customer 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, which may include providing Customer with service credits as determined by Agile in its reasonable discretion. 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.

## **11. Installation and Acceptance of Service**

The Customer 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 Customer's facilities.

The Customer also will permit Agile to access the Customer'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 Customer 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 Service Quote, 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 Customer 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 Customer with a Certificate of Final Acceptance ("COFA") upon completion of the installation of the Service. The Customer will have five business days after receipt of the COFA to test and sign the COFA (the "Acceptance Period") and provide Agile notice accepting or rejecting the Service. If the Customer determines during the Acceptance Period that the Service is not operating in conformity with Agile's SLOs, the Customer will immediately notify Agile (specifying in reasonable detail the defect or failure of the Service). If the Customer 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 Customer. The foregoing process will continue until the Customer 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 Customer notifies Agile of acceptance of the Service as set forth above, or fails to notify Agile of its acceptance or rejection of the COFA within the Acceptance Period, then in either case the Customer 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 Customer's equipment will be performed by the Customer. The Customer's sole and exclusive remedy for Agile's failure to provide acceptable Service as set forth above will be to terminate the applicable Service Order without liability to either Party.

## Appendix 1: Service Level Objectives

SLO LEVELS				
	Premium	Enhanced	Standard	Applicability
Network Availability	99.99%	99.95%	99.95%	Network SLO
Throughput (Bandwidth)	100% of Theoretical Maximum	100% of Theoretical Maximum	100% of Theoretical 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
*Latency can be engineered to be as low as 10 ms (one-way). Latency is measured from CPE to Agile Core.				

Agile does not guarantee any performance metrics for the Residential and Commercial GOS.

## Appendix 2: Service Credits

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



## Appendix 3: Service Order Example

AGILE NETWORKS		SERVICE ORDER				
Connect Empower Transform						
Date:		Circuit ID:				
Section I: Customer Information						
Name:			Address 1:			
Address 2:			City/State/Zip:			
Billing Contact:		Billing Phone:		Billing Email:		
Section II: Installation Information						
	Location A		Location Z (If Applicable)			
Name:						
Address 1:						
Address 2:						
City/State/Zip:						
Location Contact:						
Contact Phone:						
Contact Email:						
Comments:						
Section III: Products and Pricing						
Services:	Quantity:	Monthly:	SLO	Term	Speeds (Down x Up)	Sub-Total:
						\$0.00
						\$0.00
<b>Total (First Billing):</b>						\$0.00
Section IV: Terms of Agreement						
<p>This Service Order is executable under the terms of the active Master Service Agreement ("MSA") and any Service Attachments (each, an "SA") in place between Agile Network Builders, LLC. and the Customer. The fees set forth do not include applicable taxes and other similar charges which may be a part of the fee charged by Agile hereunder and which shall be the responsibility of the Customer. Early Termination Fees may apply as explained in the MSA and SA referenced above.</p>						
Agreed and Accepted:						
<hr/> Full Name (Customer) - Please Print <hr/> Signature (Customer) <hr/> Date						