

This Service Level Agreement (“SLA”) only applies to Windstream Enterprise’s LAN Services suite of products which contain Switches, Wifi and Security Cameras, as defined herein (the “Service”). This SLA is effective as of the first day of the first whole calendar month after the initial installation of the Service and shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Service Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer’s obligations.

#### 1. Description of the Service

The Service covered under this SLA is Windstream Enterprise’s LAN Services suite consisting of LAN based switches, WiFi, and Security Camera products, which is a managed solution providing LAN based services on the customer LAN. The Services include the following:

- \* Hardware provided by Windstream and located at the customer premises (referred to herein as “CPE”);
- \* Software provided by Windstream and 3<sup>rd</sup> party partners that controls LAN configuration based on business policy rules provided by, or set forth by the Customer;
- \* Viewing access to a centralized management console;
- \* Up/down monitoring of CPE and circuits, reporting, customer email alerting (on Windstream circuits only) and 24x7 email, and telephone support;
- \* Analytics that show the performance and utilization statistics for CPE and applications at the Customers’ premise, plus analytics and demographics for Wifi and Security Camera services.

The Service shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

#### 2. Definitions

##### 2.1 Service Outage:

A Service Outage is defined as the complete unavailability of the Service during any unscheduled period of time, except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, “Exclusions”):

- \* Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;

- \* Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Service;
- \* Failure of power, equipment, services or systems not provided by Windstream;
- \* Customer owned or leased equipment or facilities (e.g., Customer's router or other local area network devices);
- \* Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated;
- \* Election by Customer not to release the Service for testing and/or repair during which time Customer continues to use the Service;
- \* Maintenance activities (including planned and emergency) as set forth in Section 5 of this SLA;
- \* Implementation of a Customer order that requires a Service interruption;
- \* Failure to report a Service Outage to Windstream or reporting of a trouble where no trouble was found;
- \* Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream's reasonable control; and
- \* Failure of equipment or systems responsible for network measurements.

## 2.2. Calendar Month:

For the purpose of this SLA a Calendar Month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

## 2.3. Service Availability:

"Service Availability" is defined as the percentage of time in one Calendar Month during which the service is available. Service Availability measurements do not include outages due to CPE failure, nor the specified Exclusions (e.g., scheduled maintenance windows or planned outages).

Windstream will take all measures to ensure service is returned to working state for LAN Services, but no SLA credit will be given for LAN Services.

## 2.4 CPE Replacement

During the contract term, Windstream will replace failed CPE 8 hours a day, 5 days a week, Monday through Friday, 8:00 am – 5:00pm local time. Equivalent hardware will be shipped Next Business Day at no additional charge if failure diagnosis by Windstream happens by 3 pm EST.

## 3. Response Time

Windstream monitors CPE and creates automated trouble tickets when issues are found with LAN Services. Due to a large volume of false-positives, tickets are created 15 minutes after the issue is found and subsequently confirmed.

#### 4. Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

##### 4.1 Scheduled Network Maintenance

The term “Scheduled Network Maintenance” refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer’s Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Scheduled Network Maintenance shall be undertaken between the hours of 12:00AM and 6:00AM of the local time zone or outside these time frames upon reasonable advance notice.

##### 4.2 Emergency Network Maintenance:

The term “Emergency Network Maintenance” refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer’s Service, including the possibility of causing short-duration outages. Such effects related to Emergency Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network services.

#### 5. Limitation of Liability

Windstream’s total liability to Customer under this SLA is limited to the MRCs from the Service for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

**THE PROVISIONS OF THIS SLA ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM’S FAILURE TO MEET THE STANDARDS IN THIS SLA AND ANY OTHER NETWORK, SOFTWARE, EQUIPMENT OR SERVICE ISSUES.**