

**WOODS COMMUNICATIONS INC.  
ENTERPRISE INTERNET SERVICES  
PRODUCT CONDITIONS**

**PRODUCT: Business Internet**

The following additional terms and conditions apply to Sales Orders for Woods Communications Inc.'s (WCI) Business Internet Service offered under the Master Service Agreement ("Agreement"):

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**1. DEFINITIONS**

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

1.1 **"Estimated Availability Date"**: The target date for delivery of Service.

1.2 **"Interconnection Facilities"**: Transmission capacity provided by WCI, Customer, or a third-party supplier to extend the WCI equipment from a WCI terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

1.3 **"Off-Net"**: Geographical locations that are outside of WCI's service area and/or locations within WCI's service area that are not readily accessible by WCI's facilities. All Off-Net Services are provided by third-party service providers.

1.4 **"On-Net"**: Geographical locations where WCI currently provides Services through its WCI Network. On-Net Services may be provisioned over a fiber optic network or via a hybrid fiber coax network ("HFC Network"), as available through WCI.

1.5 **"Service"**: Wireless Business Internet Service offered under the Agreement.

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**2. SERVICES**

This attachment applies to Wireless Business Internet Service offered under the Agreement.

**2.1 Provider**

- On-Net Service shall be provided by WCI.
  - On-Net Service provided over the HFC Network and Off-Net Services may be available. For information on service availability, contact WCI.
  - All Off-Net Services are provided by third-party service providers and managed by WCI.
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### **3. CUSTOM INSTALLATION FEES**

3.1 Once WCI accepts a Sales Order for Service, WCI will invoice Customer for all Custom Installation Fees unless otherwise specified in the Statement of Work (SOW) or Sales Order.

3.2 Customer will pay the Custom Installation Fees within thirty (30) days of the invoice date unless a different payment schedule is specified in the applicable SOW/Sales Order.

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### **4. PROVISIONING INTERVAL**

4.1 Following acceptance of a Sales Order, WCI shall notify Customer of the Estimated Availability Date for that Sales Order.

4.2 WCI shall use reasonable efforts to provision the Service on or before the Estimated Availability Date; however, WCI's failure to provision by this date shall not constitute a breach of the Agreement.

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### **5. SERVICE COMMENCEMENT DATE**

5.1 The Service Commencement Date for On-Net Services shall be the date WCI completes the installation and connection of the necessary facilities and equipment to provide the Service at a Service Location.

5.2 For Off-Net locations, WCI shall inform Customer when Service is available, which will also be the Service Commencement Date.

5.3 Charges for Service shall begin to accrue from the Service Commencement Date.

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### **6. TERMINATION CHARGES; PORTABILITY; UPGRADES**

#### **6.1 Termination Charges**

- **6.1.a On-Net Service**

- If Customer terminates On-Net Service following WCI's acceptance of the Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by WCI in installing or preparing to install the On-Net Service, plus twenty percent (20%).
- If On-Net Service is terminated on or after the Service Commencement Date but before the end of the applicable Service Term, Customer shall pay Termination Charges equal to

a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- Seventy-five percent (75%) of the monthly recurring charges for the remaining months of the Service Term.
- One hundred percent (100%) of any remaining unpaid Custom Installation Fees.

- **6.1.b Off-Net Services**

- If Customer terminates Off-Net Service following WCI's acceptance of the Sales Order but before the end of the applicable Service Term, Customer shall pay Termination Charges equal to one hundred percent (100%) of the monthly recurring charges remaining through the end of the Service Term plus one hundred percent (100%) of any remaining unpaid Custom Installation Fees.
- Customer shall also pay any third-party service provider ancillary fees incurred by WCI due to the early termination of service by Customer, pursuant to Article 3.2 of the General Terms and Conditions.
- Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any accrued and unpaid charges for the Service rendered by WCI through the date of cancellation or termination.
- Termination Charges shall not apply to Service terminated by Customer due to WCI's material and uncured breach in accordance with the General Terms and Conditions.

## **6.2 Portability**

- Customer may terminate an existing On-Net Service (an "Existing Service") and activate a replacement On-Net Service (a "Replacement Service") without incurring Termination Charges for the Existing Service, provided that:
  - The Replacement Service has a Service Term equal to or greater than the remaining Service Term of the Existing Service, but no less than twelve (12) months.
  - The Replacement Service has monthly recurring charges equal to or greater than those for the Existing Service.
  - Customer submits a Sales Order for the Replacement Service within ninety (90) days after termination of the Existing Service, and that Sales Order is accepted by WCI.
  - Customer reimburses WCI for any installation charges waived for the Existing Service.
  - Customer pays the actual costs incurred by WCI in installing and provisioning the Replacement Service.

## **6.3 Upgrades**

- Customer may upgrade the speed or capacity of an Existing Service (the "Upgraded Service") without incurring Termination Charges, provided that:

- The Upgraded Service assumes the remaining Service Term of the Existing Service.
- The Upgraded Service has the same points of termination on WCI's network as the Existing Service.
- Customer submits a Sales Order for the Upgraded Service, and that order is accepted by WCI.
- Customer pays WCI's applicable nonrecurring charges for the upgrade.
- Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service starting with the upgrade.
- Upgrades to Off-Net Services are subject to the applicable third-party service provider rules and availability. WCI has no obligation to upgrade Customer's Off-Net Service.

#### **6.4 Off-Net Services**

- If Customer is receiving Off-Net Services, WCI may, at its sole discretion:
  - Provide On-Net Services in lieu of Off-Net Services and/or
  - Substitute the current Off-Net Services provider with an alternate Off-Net Services provider at no additional cost to Customer.
  - WCI will not make changes to the Off-Net Services provider if such changes could impair Customer's specific network design or provider attributes (e.g., diversity). WCI will use commercially reasonable efforts to coordinate with Customer to conduct any such changes at a mutually agreeable time.

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## **7. ADDITIONAL INFORMATION**

7.1 WCI may request, and Customer shall provide, circuit facility assignment information, firm order commitment information, and design layout records necessary for WCI to make the necessary cross-connection between the Service and Customer's other service provider(s).

7.2 WCI may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.