

**SERVICE SCHEDULE**  
**TRANSPORT AND DIA SERVICES**

This Transport and Dedicated Internet Access Services Schedule ("**Service Schedule**") is subject to, and made a part of, that Master Services Agreement ("**MSA**") entered into between the undersigned Parties. Transtelco owns and operates telecommunications facilities and is in the business of providing certain telecommunications transport services ("**Transport Services**") and dedicated internet access services ("**DIA Services**"). Capitalized terms not defined herein will have the meaning ascribed to them in the MSA.

1. **SERVICE DESCRIPTION.** Transtelco Transport Services, which include Private Line Services, Optical Ethernet Services and Wavelength Services, provide dedicated or shared connectivity used for the transport of voice, data, video or other forms of communication traffic. Transtelco DIA Services, which include Standard DIA Services and Burstable DIA Services, provide dedicated connectivity and access to the public Internet via Transtelco's peering arrangements with various Internet network providers. For purposes of this Service Schedule, "**On-Net**" shall be defined as any Service which connects two locations to which Transtelco is already providing the same type of Transport Service at the time of the Service Order and which is provisioned entirely on Transtelco facilities and does not include any Third Party Services (as defined herein) or special construction. For purposes of this Service Schedule, "**Off-Net**" shall be defined as any Service which does not meet the definition of On-Net.
2. **ADDITIONAL TERMS AND CONDITIONS.** In addition to the Service Specifications, the Website also contains the Acceptable Use Policy. The contents of the Website are part of this Service Schedule and are incorporated into the MSA and herein by reference. For purposes of this Service Schedule, the term "**Costs**" shall mean any applicable cancellation, termination or other charges from Third Party Providers, charges for make ready work, permitting and engineering fees, special construction charges and/or capital equipment costs.
3. **SERVICE REQUESTS AND DELIVERY.**
  - 3.1 **Acknowledgement.** Transtelco will acknowledge receipt of a Service Order for Transport Services and/or DIA Services within forty-eight (48) hours of Transtelco's receipt of such Service Order ("**Acknowledgement**").
  - 3.2 **Acceptance and Projected Service Activation Date.** Within five (5) business days of Transtelco's Acknowledgment of a Service Order for On-Net Services, or within two (2) business days after Transtelco's receipt of its Off-Net provider's projected service activation date for Off-Net Services, Transtelco will notify Customer (in writing or electronically) of its acceptance of the Service Order ("**Service Order Acceptance**") and will therein provide Customer with an estimated date upon which such service will be activated and turned over to the Customer ("**Projected Service Activation Date**"). Transtelco may accept or reject any submitted Service Order in its sole discretion.
  - 3.3 **FOC Date.** Within five (5) business days of the date that Transtelco notifies Customer of the Projected Service Activation Date for On-Net Services, Transtelco shall notify Customer of the firm order commitment date by which Transtelco intends to activate the Service and turn it over for Customer's use pursuant to Section 3.7 ("**FOC Date**"). For Off-Net Services, Transtelco shall notify Customer of the FOC Date within two (2) business days after Transtelco receives an installation date from its Third Party Provider.
  - 3.4 **Changes to FOC Date.** Customer may seek a change to the FOC Date after Service Order Acceptance but no later than fifteen (15) business days before the FOC Date by providing advance written notice to Transtelco, subject to the terms and conditions specified herein. Customer may submit a request to extend the FOC Date on one occasion per Service Order for a period up to a maximum of thirty (30) days from the original FOC Date. Customer shall be liable to Transtelco for a one-time payment of Five Hundred Dollars (\$500) for each request to change a FOC Date, plus any additional charges for Third Party Services incurred by Transtelco in connection with the delayed FOC Date.
  - 3.5 **Cancellation—On-Net Services.** Customer may cancel a Service Order for On-Net Service at any time prior to the date of Service Order Acceptance for such Service without any further liability. Customer may cancel a

Service Order for On-Net Service after Service Order Acceptance and prior to the date which is ten (10) business days before the FOC Date (“**On-Net Cancellation Window**”). In the event Customer requests cancellation of a Service within the On-Net Cancellation Window, Customer agrees that Customer shall be obligated to pay Transtelco for any Costs Transtelco has incurred in provisioning the Service prior to the date of cancellation. In the event that Customer requests cancellation of an On-Net Service after the On-Net Cancellation Window and prior to the date Transtelco has sent a Service Activation Notice for such Service, Customer shall be liable to pay Transtelco a cancellation charge in the amount of three (3) months of the MRC for such cancelled Service plus any Costs Transtelco has incurred in provisioning the Service prior to the date of cancellation. If Customer requests cancellation of an On-Net Service at any time on or after the date Transtelco has sent a Service Activation Notice to Customer, then Customer shall be liable for the early termination charges set forth in Section 4 below.

**3.6 Cancellation—Off-Net Services.** Customer may cancel a Service Order for Off-Net Service at any time prior to the date of Service Order Acceptance for such Service without any further liability. Customer may cancel a Service Order for Off-Net Service after Service Order Acceptance and prior to the date which is twenty (20) business days before the FOC Date (“**Off-Net Cancellation Window**”). In the event that Customer cancels a Service Order for Off-Net Service within the Off-Net Cancellation Window, Customer agrees that Customer shall be obligated to pay Transtelco for any Costs that Transtelco has incurred in provisioning the Service prior to the date Transtelco receives Customer’s cancellation notice. In the event that Customer requests cancellation of an Off-Net Service after the Off-Net Cancellation Window and prior to the date Transtelco has sent a Service Activation Notice for such Service, Customer shall be liable to pay Transtelco a cancellation charge in the amount of twelve (12) months of the MRC for such cancelled Service plus any Costs that Transtelco has incurred in provisioning the Service prior to the date Transtelco receives Customer’s cancellation notice. In addition, Customer agrees that Transtelco shall not be obligated to reimburse Customer for any previously paid NRCs for such Service. If Customer requests cancellation of an Off-Net Service at any time on or after Transtelco has sent a Service Activation Notice to Customer, then Customer shall be liable for the early termination charges set forth in Section 4 below.

**3.7 Service Activation.** After Transtelco has determined that the Service conforms to the relevant Service Specifications, Transtelco will notify Customer that the Service is activated, meets the Service Specifications and is available for use by Customer (“**Service Activation Notice**”). The “**Service Activation Date**” shall be the earlier of (i) the date on which Customer begins using the Service for any purpose other than testing; or (ii) the date that Transtelco has sent the Service Activation Notice to Customer. Customer shall have two (2) days in which to notify Transtelco that it is rejecting the Service because the Service does not meet the Service Specifications. If Customer has notified Transtelco within such two (2) day period that the Service does not meet the Service Specifications, then Transtelco shall take such steps reasonably necessary to cause the Service to meet the Service Specifications, at which time Transtelco shall issue a new Service Activation Notice and the acceptance process above shall be repeated. Customer’s failure or delay to test the Service or failure or delay to utilize the Service on or after the Service Activation Notice date shall not prevent Transtelco from billing Customer for the Service.

**4. EARLY TERMINATION.** In the event that Customer terminates any Service after the Service Activation Date but prior to the end of the Service Term or Service Renewal Term, or Transtelco terminates Services pursuant to a Customer Default, Customer shall be subject to early termination charges equal to (i) one hundred percent (100%) of all MRC for Services multiplied by the number of months remaining in the Service Term, or any Service Renewal Term, as the case may be; plus (ii) any and all installation charges, reasonable construction costs, charges from termination of Third Party Services, or other charges or costs which have been incurred by Transtelco in providing Customer with Services. Customer may exercise such right to terminate for convenience by providing at least ninety (90) days prior written notice. The Parties agree that the charges in this Section are a genuine estimate of Transtelco’s actual damages in the event Customer terminates for convenience and are not a penalty.

**5. PROTECTION SCHEMES.** Transtelco Transport and DIA Services are available with the following protection options:

5.1 **Protected Services.** Transport and DIA Services which are protected shall mean any Service that includes a protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure. In order for a Service to be considered Protected all seven Service Order Detail items must match the table below corresponding to the Service type. Services which do not match the table below shall be considered Unprotected.

Service Order Details	Private Line Services	Wavelength Services	Ethernet Services	DIA Services
Core-Network Fiber Path Diversity	Yes	Yes	Yes	Yes
Core-Network Protection	Yes	Yes	Yes	Yes
Diverse Laterals > 50 feet separation	Yes	Yes	Yes or No	Yes or No
Handoff	4-fiber	2-fiber	2-fiber/Cat.5	2-fiber/Cat.5
Entrance	Dual	Dual	Dual or Single	Dual or Single
Local Fiber Path Diversity	Yes	Yes	Yes or No	Yes or No
Local Network Protection	Yes	Yes	Yes	Yes

For protected DS1/DS3 Services, handoff may be Coax or Electrical interface. OCN circuits must be 4-fiber. Handoff, Entrance, Local Fiber Path Diversity, and Local Network Protection, must be selected for both A and Z Locations.

Example: A Service is ordered with “Yes” for Core Network and Local Network Protection, but “No” is selected for Core-Network Fiber Path Diversity. If an outage occurs on the circuit, the Service shall be deemed an Unprotected Service.

5.2 **Unprotected Services.** Transport and DIA Services which are unprotected shall mean any Transport Service that does not match all Service Order Detail items corresponding to the Service type listed in the table above.

6. **SERVICE AVAILABILITY OBJECTIVES.** The following table details the “Service Availability Objectives” for Transport Services.

Transport Service	Protected Services Availability Objectives (as measured monthly basis)	Unprotected Services Availability Objectives (as measured monthly basis)
Private Line Services OCN/STM level	99.99%	99.9%
Private Line Services DS1/DS3/E1	99.99%	99.9%
Wavelength Services	99.99%	99.9%
Optical Ethernet Services	99.95%	99.9%
DS3 DIA Services	99.99%	99.9%
GE and FE DIA Services	99.95%	99.9%

7. **SERVICE OUTAGES FOR ON-NET SERVICES.** Transtelco will issue Service Outage Credits to Customer for On-Net circuits affected by interruptions in Service (“Service Outage”); provided, that any such interruption will not be deemed a Service Outage if Transtelco’s network is unavailable as a result of: (a) any act or omission of the Customer or its End User Customers, or their representatives, contractors, agents, authorized invitees, successors or assigns; (b) the failure or malfunction of non-Transtelco equipment or systems; (c) any Service outage caused by scheduled maintenance or planned enhancements or upgrades to Transtelco's network; (d) Transtelco not being given access to the premises; or (e) a Force Majeure Event. Each of the events described in this Section 7 (a), (b),

(c), (d) and (e) shall be deemed an “**Excused Outage.**” For Private Line and Wavelength Services, a Service Outage occurs when Customer experiences a break in transmission measured from the first ten (10) consecutive severely erred seconds (“**SESSs**”) on the affected Transtelco circuit until the first ten (10) non-SESSs which is known by Transtelco. An SES is measured with a bit error ratio of greater than or equal to 1 in 1000. For Optical Ethernet Services, a Service Outage occurs when Customer experiences a total loss of connectivity for more than ten (10) seconds. For Dedicated Internet Access Services, a Service Outage occurs when Customer experiences a total loss of connectivity for more than five (5) minutes.

**7.1 Service Outage Credit.** Notwithstanding the Service Availability Objectives outlined above, in the event of a Service Outage not due to an Excused Outage, Customer shall be entitled to service outage credit per the table below (“**Service Outage Credit**”). For the purpose of measuring the Allowable Service Outage Credit, the duration of a Service Outage begins when Transtelco records a trouble ticket number and ends when the Service is restored (“**Service Outage Duration**”). Service Outage Duration is applicable to specific affected circuits and shall not be aggregated among circuits for purposes of determining Service Outage Credit. The maximum Service Outage Credit in a calendar month for any affected circuit shall not exceed 100% of the MRC for the affected circuit.

Service	Service Outage Duration	Allowable Service Outage Credit
Protected On-Net OCN/STM Services	Less than 1 hour	None
	Between 1 and 4 hours	5% of MRC of affected circuit
	Between 4 and 8 hours	10% of MRC of affected circuit
	More than 8 hours	20% of MRC of affected circuit
Protected On-Net DS1/E1/DS3/Wavelength/DIA Services	Less than 2 hours	None
	Between 2 and 4 hours	5% of MRC of affected circuit
	Between 4 and 8 hours	10% of MRC of affected circuit
	More than 8 hours	20% of MRC of affected circuit
Protected On-Net Optical Ethernet Services	Less than 3 hours	None
	Between 3 and 6 hours	5% of MRC of affected circuit
	Between 7 and 10 hours	10% of MRC of affected circuit
	More than 10 hours	20% of MRC of affected circuit
All On-Net Unprotected Services	Less than 4 hours	None
	Between 4 and 8 hours	10% of MRC of affected circuit
	More than 8 hours	20% of MRC of affected circuit

**8. ISSUANCE OF CREDITS.** In order to receive Service Outage Credit, Customer must (a) immediately report the Service Outage to the ***Transtelco Network Control Center at 1-877-518-3526 or noc@Transtelco.com***, and open a trouble ticket, and (b) make a written request for a credit within seven (7) days following the end of the month in which the Service Outage occurred. Upon receipt of Customer’s request, Transtelco will investigate the claim under the terms described in this Service Schedule. Credits will be granted only if Customer has afforded Transtelco full and free access to Customer’s premises for appropriate repairs, maintenance, testing and any other work in order to remedy the cause of the Service Outage. The issuance of credits pursuant to this Section is Transtelco’s sole obligation and Customer’s sole remedy for any failure or non-performance of a Transport Service or DIA Services under this Agreement. Service credits shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the Customer invoice.

**9. CHRONIC SERVICE OUTAGES.** For Protected On-Net Services, if Customer experiences three (3) or more Service Outages on the same circuit each lasting more than sixty (60) minutes in any thirty (30) day period, and the Service Outages are not Excused Outages, Customer may terminate the impacted Services without incurring the

early termination charges set forth in Section 4 of this Service Schedule. For Unprotected On-Net Services, if Customer experiences three (3) or more Service Outages on the same circuit each lasting more than twelve (12) hours in any thirty (30) day period, and the Service Outages are not Excused Outages, Customer may terminate the impacted Services without incurring the early termination charges set forth in Section 4 herein. In order to exercise a right to terminate under this Section 9, Customer must notify Transtelco in writing that it is exercising its right under this Section 9 within thirty (30) days after the event giving rise to a right of termination. Customer shall be deemed to have waived its right to terminate under this Section 9 if it fails to provide the requisite notice of termination within such thirty (30) day period.

10. **THIRD PARTY SERVICES.** If Customer orders Services which are not on the Transtelco network or otherwise require Transtelco to obtain services from a third party ("**Third Party Provider**") on behalf of Customer, including without limitation Off-Net Services ("**Third Party Services**") and Transtelco agrees to provide such Services, Transtelco shall procure the required Third Party Services subject to the following, to which the Customer acknowledges and agrees: (a) the Third Party Services will be provided by a Third Party Provider; (b) the Third Party Services will function and perform in accordance with the service level obligations provided by the Third Party Provider to Transtelco; (c) any rights, remedies, outage credits, or other service-specific terms that the Customer may have or be entitled to under this Service Schedule are limited to the same terms that Transtelco has in place with the Third Party Provider; (d) the costs for the Third Party Service will be incorporated into the MRC and NRC set forth in the applicable Service Order; and (e) if the Customer cancels or terminates any Service which includes a Third Party Service prior to the conclusion of the Service Term or Service Renewal Term, then the Customer will pay any and all cancellation and/or early termination charges that Transtelco actually incurs for the cancellation or termination of such Third Party Services, plus any and all termination charges applicable under this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**TRANSTELCO INC.**

**CUSTOMER NAME**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Miguel Fernandez

Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_