

COMCAST PHONE OF MASSACHUSETTS, INC.

TRANSPORT SERVICE GUIDE

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TRANSPORT SERVICE GUIDE

TERMS OF SERVICE AND SCHEDULES OF RATES

FOR SERVICE

WITHIN THE STATE OF MASSACHUSETTS

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1. GENERAL

Comcast's Transport Services will be provided in accordance with the service descriptions, technical specifications, and performance standards set forth in this Service Guide.

1.1 DEFINITIONS

- A. "Agreement" consists of the Enterprise Master Services Agreement executed by the Customer and accepted by Comcast, the Product-Specific Attachment, the terms and conditions contained in this Tariff, any written amendments executed by both parties, and each Sales Order accepted by Comcast under the Agreement.
- B. "Comcast" refers to the operating company affiliate or subsidiary of Comcast that provides the Services.
- C. "Comcast Equipment" refers to any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.
- D. "Comcast Switch" means Comcast's ethernet terminating device located at a Service Location and used for provisioning its services and the delivery of the UNI. The Comcast Switch constitutes Comcast Equipment.
- E. "Customer Switch or Router" means the switch or router installed at the Service Location and used to connect to the UNI. The Customer Switch or Router may be Comcast Equipment or Customer-Provided Equipment.
- F. "Customer" refers to the company, corporation or other entity that purchases Services from Comcast.
- G. "Estimated Availability Date" means the target date for delivery of Service.
- H. "HFC Network" means a hybrid fiber coax network.
- I. "Interconnection Facilities" means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

1.1 DEFINITIONS (CONT'D)

- J. “Jitter”, also known as Frame Delay Variation, is defined as the short-term variations measured for a portion of successfully delivered service frames over a 30 day period.
- K. “Latency”, also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over a 30 day period.
- L. “Objective” – As it relates to Technical Specifications and Performance Standards is the definition of how the Service is provisioned. It does not constitute a guarantee. For guarantees, please see Section 13 – Service Level Agreement (SLA).
- M. “Off-Net” - means geographical locations that are outside of Comcast’s service area and/or geographical locations that are within Comcast’s service area generally, but are not readily accessible by Comcast Network facilities. All Off-Net Services are provided by third-party service providers.
- N. “Off-Net Dedicated Fiber” – means Off-Net services that are provisioned over dedicated fiber optic network.
- O. “Off-Net Non-Dedicated Fiber”- means Off-Net services that are provisioned over a non-dedicated fiber optic network.
- P. “Off-Net Non-Fiber”- means Off- Net services that are provisioned over a non-fiber network such as coax, fixed wireless, and other non-fiber access technologies.
- Q. “On-Net” - means geographical locations where Comcast currently provides Services through its Comcast Network. On-Net Services may be provisioned over a fiber optic network, (“On-Net Fiber”) or via a hybrid fiber coax network (“On Net HFC Network”), as available through Comcast.
- R. “Packet Loss”, also known as Frame Loss, is the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI over a 30 day period.
- S. “Planned Service Interruption” means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.
- T. “Product Specific Attachment(s) (PSA)” refers to the additional terms and conditions applicable to Services ordered by Customer under the Agreement.
- U. “Sales Order” means a request for Comcast to provide the Services to a service location submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose or (b) if available, through a Comcast electronic order processing system designated for that purpose.

1.1 DEFINITIONS (CONT'D)

- V. "Service" means (1) Ethernet Transport Services when used in Section 2 of this Guide and (2) Business Wavelength Services when used in Section 3 of this Guide.
- W. "Service Commencement Date" means the date(s) on which Comcast first makes Service available for use by Customer. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.
- X. "Service Interruption" means a complete loss of signal that renders the Service unusable.
- Y. "Service Location" means the Customer location(s) where Comcast provides Services, to the extent the Customer owns, leases, or otherwise controls such location(s).
- Z. "Service Term" means the duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Sales Order.
- AA. "Termination Charges" refers to charges that may be imposed by Comcast if, prior to the end of the applicable Service Term (a) Comcast terminates Services for cause or (b) Customer terminates Services without cause. Termination Charges are as set forth in each PSA, and are in addition to any other rights and remedies under the Agreement.

2. ETHERNET TRANSPORT SERVICES

Comcast's Ethernet Transport Services will be provided in accordance with the service descriptions, technical specifications, and performance standards set forth in this Section.

2.1. DEFINITIONS APPLICABLE TO ETHERNET TRANSPORT SERVICES

Definitions for this Service are set forth in General Section 1 of this Service Guide.

2.2 PROVISIONING ENTITY

On-Net Service shall be provided by Comcast Business Communications, LLC. On-Net Service provided over the HFC Network and Off-Net Services are available in a limited number of Comcast markets.

2. ETHERNET TRANSPORT SERVICES (CONT'D)**2.3. REGULATORY APPROVAL; TRAFFIC MIX**

Comcast's pricing for Service may be subject to FCC, public service commission or other regulatory approval. Further, Customer represents that its use of Service hereunder will be exclusively for the transmission of communications that is classified as jurisdictionally interstate under FCC rules and regulations. For services for which the endpoints of the service are in the same state, Customer specifically represents that more than ten percent (10%) of the traffic transmitted via the Service will be interstate. (For this purpose, Customer's representation relates to the traffic carried over the Service rather than the locations of the physical endpoints of the facility over which the Service is delivered.) If at any time during the term of the Agreement or any Service Term, less than ten percent (10%) of the traffic transmitted via such Service(s) is interstate, Customer shall immediately notify Comcast of the same in writing. Further, Comcast reserves the right, in its reasonable sole discretion, to reclassify Customer's use of Service as jurisdictionally interstate or intrastate, as appropriate. Customer agrees to indemnify, defend, and hold Comcast harmless from any claims by third parties, including, without limitation, any governmental entities, resulting from or arising out of Customer's failure to properly represent or certify the jurisdictional nature of its use of the Service(s).

2.4. CUSTOM INSTALLATION FEES

All rates and charges quoted herein provide for the furnishing of facilities when suitable facilities are available or where the design or construction of the necessary facilities does not involve unusual costs. When, at the request of Customer, Comcast designs and/or constructs facilities that it would otherwise not construct, or the construction of such facilities involves a greater expense than would otherwise be incurred, Custom Installation nonrecurring charges may apply.

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for all Custom Installation fee(s). Customer will pay the Custom Installation fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Service Order.

2.5. PROVISIONING INTERVAL

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

2.6. SERVICE COMMENCEMENT DATE

Comcast shall inform Customer when Service is available and performing in accordance with the "Technical Specifications" set forth in Section 2.11 ("Availability Notification"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (a) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (b) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the Technical Specifications set forth in Section 2.11 hereto; or (c) the date on which Customer first uses the Service.

2. ETHERNET TRANSPORT SERVICES (CONT'D)

2.7. MINIMUM SERVICE TERM

The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein. In the event that a Service Term has not been expressly set forth in a Sales Order, the minimum Service Term for Services is twelve (12) months.

2.8. TERMINATION CHARGES

A. Termination Charges for On-Net Services

1. Subject to Section 2.8.C, in the event that On-Net Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to one hundred and twenty percent (120%) of the costs and expenses incurred by Comcast in installing or preparing to install the On-Net Service.
2. Subject to Section 2.8.C, in the event that On-Net Service is terminated on or following the Service Commencement Date but prior to 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:
 - a. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
 - b. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
 - c. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
 - d. 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

B. Termination Charges for Off-Net Services

1. Subject to Section 2.8.C, in the event that Off-Net Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to one hundred and twenty percent (120%) of the costs and expenses incurred by Comcast in installing or preparing to install the Off- Net Service, including any third-party incurred by Comcast as a result of the early termination of the Service.

2. ETHERNET TRANSPORT SERVICES (CONT'D)**2.8. TERMINATION CHARGES (CONT'D)**

2. Subject to Section 2.8.C, in the event that Off-Net Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to:
 - a. 100% of the monthly recurring charges remaining through the end of the Service Term plus
 - b. 100% of any remaining, unpaid Custom Installation Fees; plus
 - c. any third-party charges, incurred by Comcast as a result of the early termination of Service.

C. Exclusions

Termination Charges shall not apply to Service terminated by Customer (a) as a result of Comcast's material and uncured breach of the Agreement.

D. Portability

Customer may terminate an existing On-Net Service ("Existing Service") and turn up a replacement On-Net Service (i.e. activate Service with termination points on Comcast's network that are different than those of the Existing Service) ("Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that (a) the Replacement Service must have a Service Term equal to or greater than the remaining Service Term of the Existing Service but in no event less than twelve (12) months; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that Sales Order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

E. Upgrades

Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that (a) the upgraded Service (the "**Upgraded Service**") must assume the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (c) Customer submits a Sales Order to Comcast for the Upgraded Service and that Sales Order is accepted by Comcast; (d) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (e) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade. Upgrades to Off-Net Services are subject to the applicable third party service provider rules and availability. Comcast has no obligation to upgrade Customer's Off-Net Service.

2. ETHERNET TRANSPORT SERVICES (CONT'D)**2.8. TERMINATION CHARGES (CONT'D)****F. Off-Net Services**

If customer is receiving off-net services, comcast shall, in its sole discretion, have the ability to (a) provide on-net services in lieu of such off-net services and/or (b) substitute the current off-net services provider for an alternate off-net services provider, each, at no additional cost to customer; provided, however, that comcast shall not make any changes to customer's off-net services provider that could, in comcast's reasonable opinion, impair customer's specific network design or provider attributes (*e.g.*, diversity). Comcast shall use commercially reasonable efforts to coordinate a mutually agreeable time with customer to conduct any such changes.

2.9. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by others, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

2.10. SERVICE DESCRIPTION**A. Ethernet Network Service (ENS)**

ENS is a multipoint-to-multipoint transport service that enables Customer to connect multiple physically distributed Service Locations across a metropolitan area network ("MAN") or wide area network ("WAN") as if such Service Locations are on the same local area network ("LAN") by providing an ethernet virtual connection ("EVC") between such Service Locations. The EVC is provided by using industry standard 100 Mbps, 1 Gbps, 10 Gbps or 100 Gbps ethernet user-to-network interfaces, which are located on a Comcast Switch ("UNI") to enable bidirectional connections between the Customer Switches or Routers at the Service Locations. ENS provides virtual LAN ("VLAN") transparency, enabling Customer to implement Customer's own VLANs without any coordination with Comcast. ENS is available with flexible bandwidth options from 1 Mbps to 10 Gbps. Comcast offers three (3) classes of ENS, as described in the Technical Specifications.

2. ETHERNET TRANSPORT SERVICES (CONT'D)**2.10. SERVICE DESCRIPTION (CONT'D)****B. Ethernet Private Line (EPL)**

EPL is a point-to-point transport service that provides an EVC between two (2) Service Locations by using industry standard 100 Mbps, 1 Gbps, 10 Gbps or 100 Gbps UNI to enable bidirectional connections between the Customer Switches or Routers at such Service Locations. EPL is available with flexible bandwidth options from 1 Mbps to 10 Gbps. EPL enables the Customer to use any VLANs without coordination with Comcast. Comcast offers three (3) classes of EPL, as described in the Technical Specifications.

C. Ethernet Virtual Private Line (EVPL)

EVPL is a point-to-multipoint transport service that provides a connection between two (2) Service Locations similar to EPL but supports the added flexibility to multiplex multiple EVCs on a single UNI at the Customer's hub or aggregation Service Location (the "Aggregation Service Location"). Specifically, EVPL provides an EVC between the Aggregation Service Location and one or more other Service Locations by using industry standard 100 Mbps, 1 Gbps, 10 Gbps or 100 Gbps UNI to enable bidirectional connections between the Customer Switch or Router at Customer's Aggregation Service Location and the Customer Switch or Router at one or more of Customer's other Service Locations. The multiplexing capability is not available at Service Locations served by Comcast On-Net HFC. For clarity, in order for EVPL to enable a connection between two (2) Service Locations, one of such Service Locations must be the Aggregation Service Location. By way of example, in the diagram below, EVPL enables a bidirectional connection between Service Location 1 and Service Location 2, and between Service Location 1 and Service Location 3, but not between Service Location 2 and Service Location 3. EVPL is available with flexible bandwidth options from 1 Mbps to 10 Gbps. Comcast offers three classes of EVPL, as described in the Technical Specifications.

2. ETHERNET TRANSPORT SERVICES (CONT'D)

2.10. SERVICE DESCRIPTION (CONT'D)

D. Multiple Access Options

The services are available with the following access options:

- On-Net Fiber Access – Connectivity to Service Locations is enabled via Comcast On-Net Fiber infrastructure.
- On-Net HFC Access – Connectivity to Service Locations is enabled via Comcast On-Net HFC infrastructure.
- Off-Net Access (Off-Net Dedicated Fiber, Off-Net Non-Dedicated Fiber, and Off-Net Non-Fiber) – Connectivity to Service Locations is enabled through a network-to-network interface (“NNI”) via third-party network provider.

E. EVC Area Types and Off-Net Service Locations

1. The Services are available both within and between certain major metropolitan areas throughout the United States. Each EVC is assigned an EVC area type (Metro, Regional or Continental, as described below) based upon the proximity of Customer’s respective Service Locations. “Region” means a Comcast-defined geographical region, as determined by Comcast from time to time, within Comcast’s cable footprint. “Metro” means a Comcast-defined sales market, as determined by Comcast from time to time, within a Region.
 - Metro – EVC enables connectivity between Service Locations within the same Metro.
 - Regional – EVC enables connectivity between Service Locations that are in different Metros, but within the same Region.
 - Continental – EVC enables connectivity between Service Locations that are in different Regions.
2. Customer acknowledges and agrees that without Customer confirmation of the Service, Comcast may be unable to completely deliver the Service. Comcast shall make three (3) attempts to schedule a call during which Customer will confirm readiness to receive the Service. If Comcast’s attempts to schedule a call are unsuccessful, then Comcast may terminate the applicable Service Order at such Service Location, upon prior written notice to Customer (subject to applicable Termination Charges).

2. ETHERNET TRANSPORT SERVICES (CONT'D)**2.11. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS FOR SERVICES****A. Ethernet User-to-Network Interface**

The Services provide bidirectional, full duplex transmission of untagged ethernet frames using a standard IEEE 802.3 UNI to attach to the Customer Switch or Router. Figure 1 lists the available UNI speeds and their UNI physical interfaces, and available committed information rate (“CIR”) bandwidth increments and committed burst sizes (“CBS”). CIR increments of less than 10 Mbps are generally not available in conjunction with Off-Net Services.

UNI SPEED	UNI PHYSICAL INTERFACE	CIR INCREMENTS	CBS (BYTES)
		1Mbps	25,000
100Mbps	100BaseT	10Mbps	250,000
1Gbps	1000BaseT or 1000BaseSX	100Mbps	2,500,000
10Gbps	10GBase-SR or 10GBase-LR	1Gbps	25,000,000
100 Gbps	100GBASE-LR4	10 Gbps	25,000,000

FIGURE 1: AVAILABLE UNI INTERFACE TYPES AND CBS VALUES FOR DIFFERENT CIR INCREMENTS**B. Class of Service Options**

The Services are available with three (3) different CoS options that allow for differentiated Service performance levels for different types of network traffic. This includes Basic (Low), Priority (Medium) and Premium (High). CoS is used to prioritize customer mission-critical traffic over lower priority traffic in the network. Customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to that CoS. The performance metrics associated with each CoS are described in the SLA. As described in the following table, permissible CoS options vary by access type.

Access Type	CoS Options
On-Net Fiber	Basic, Priority & Premium
On-Net HFC	Basic & Priority
Off-Net Dedicated Fiber	Basic, Priority & Premium
Off-Net Non-Dedicated Fiber	Basic & Priority
Off-Net Non-Fiber	Basic & Priority

FIGURE 2: CoS OPTIONS

2. ETHERNET TRANSPORT SERVICES (CONT'D)**2.11. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS FOR SERVICES (CONT'D)****C. CoS Identification and Marking**

Customer traffic classification and forwarding is based upon CoS prioritization that is specified in the Sales Order. It is the Customer's responsibility to shape traffic to ordered bandwidth. If the Customer only orders a single CoS solution, Customer is not required to mark Customer's packets and all Customer packets will be forwarded based upon 802.1p value associated with the CoS level specified in the Sales Order. All packets, tagged or untagged, will be mapped into the subscribed CoS.

- If Customer implements a multi-CoS solution or for EVPL ports with service multiplexing, the Customer must mark all packets using C-tag 802.1p CoS values as specified in the table below to ensure the Service will provide the intended CoS performance objectives.
- For multi-CoS solutions, untagged packets will be treated as if they are marked with a 0. Packets with other 802.1p values are mapped to the lowest subscribed CoS.
- For EVPL ports with service multiplexing, untagged packets will be discarded and C-tag VLAN ID values are used to map traffic to applicable EVCs. Based on Ethernet Frame 802.1p values, Customer's traffic is mapped to the Comcast forwarding classes traffic accordingly to the table below:

CoS Type	802.1p Marking
Basic (Low)	0-1
Priority (Medium)	2-3
Premium (High)	5

FIGURE 3: CoS MARKING**D. Traffic Management**

Comcast's Network traffic-policing policies restrict traffic flows to the subscribed CIR for each CoS. Comcast will discard non-conforming packets if (a) the Customer transmitted bandwidth rate for any CoS exceeds the subscribed CIR and CBS or (b) 64 byte frames comprise more than 50% of the CIR for On-Net HFC Service. For packets marked with a non-conforming CoS marking, the Service will transmit such packets using the Basic CoS without altering the Customer's CoS markings. Traffic management policies associated with Off-Net Services will conform to the policies enforced by the third-party service provider. Encrypted tunnels cannot exceed 30Gbps for Regional or Continental EVC area types.

2. ETHERNET TRANSPORT SERVICES (CONT'D)**2.11. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS FOR SERVICES (CONT'D)****E. Mac Learning and Forwarding (ENS Only)**

The ENS is capable of learning up to 2,500 MAC addresses from all interfaces connecting to the Service. It is highly recommended that routing equipment be utilized to minimize the number of MAC addresses exposed directly to the Service in larger networks. Any addresses in excess of 2,500 will not be learned and traffic directed to these addresses will be treated as “unknown unicast”.

F. Maximum Frame Size

Services delivered via fiber support a maximum transmission unit (“MTU”) frame size of 2,000 bytes for untagged, tagged and Q- in-Q traffic with IEEE 802.1q or IEEE 802.1ad encapsulation types.

Services delivered via On-Net Fiber may, if set forth in a Sales Order or change order thereto, support an MTU up to 9,100 bytes for untagged, tagged and Q-in-Q frame sizes.

Services delivered via Off-Net Dedicated Fiber may, if set forth in a Sales Order or change order thereto, support an MTU up to 9,100 bytes for untagged, tagged and Q-in-Q frame sizes, but only, and solely, to the extent the applicable Off-Net provider can support such MTU frame size.

Services delivered via HFC support an MTU frame size of 1,522 bytes for untagged, tagged and Q-in-Q traffic with IEEE 802.1q or IEEE 802.1ad encapsulation types.

Services delivered via On-Net HFC may, if set forth in a Sales Order or change order thereto, support an MTU up to 2,000 bytes for untagged, tagged and Q-in-Q frame sizes.

Services delivered via Off-Net Non-Dedicated Fiber and Off-Net Non-Fiber, if set forth in a Sales Order or change order thereto, support an MTU up to 1,600 bytes for untagged, tagged and Q-in-Q frame sizes, but only, and solely, to the extent the applicable Off-Net provider can support such MTU frame size.

For Services delivered via Fiber or HFC all frames that exceed specifications shall be dropped.

Transport Type	MTU Size
On-Net Fiber and Off-Net Dedicated Fiber	1,600-9,100 bytes
On-Net HFC	1,522-2000 bytes
Off-Net Non-Dedicated Fiber and Off-Net Non-Fiber	1,522 -1,600 bytes

FIGURE 3: MAXIMUM FRAME SIZE

2. ETHERNET TRANSPORT SERVICES (CONT'D)**2.11. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS FOR SERVICES (CONT'D)****G. Customer Traffic Transparency**

All fields within a Customer's ethernet frames (unicast, multicast and broadcast, except L2CP) from the first bit of payload are preserved and transparently transported over UNI to UNI connections, as long as the ethernet frames are mapped into the EVC.

H. Ethernet Service Frame Disposition

The Services process different types of ethernet frames differently. Ethernet frames may pass unconditionally through the Network or may be limited, as indicated in the table below. The following table illustrates Comcast's service frame disposition for each service frame type.

Service Frame Type	ENS Frame Delivery	EPL and EVPL Frame Delivery
Unicast	All frames delivered unconditionally	All frames delivered unconditionally
Multicast	All frames delivered conditionally	All frames delivered unconditionally
Broadcast	All frames delivered conditionally	All frames delivered unconditionally

ENS only:

- Unicast Traffic. Unicast traffic must be bidirectional in order to facilitate mac-learning and avoid restriction.
- Multicast Traffic. By default, every ENS port is able to support up to 2 Mbps of multicast traffic. If an ENS Customer requires greater than 2 Mbps of multicast bandwidth, Customer must uniquely specify the bandwidth Customer requires for each root site and associated CoS at the time of contracting the ENS.
- Broadcast Traffic. Broadcast and unknown unicast traffic are restricted to 1.2mb or 300pps on ingress to the network.

EVPL only:

- Customer is responsible for mapping multicast, broadcast and unknown unicast traffic to specific Customer VLANs.

2. ETHERNET TRANSPORT SERVICES (CONT'D)

2.12. TRANSMISSION PROTOCOLS

User data protocol (“**UDP**”) is the default protocol for communication between two (2) Service Locations. If Customer elects to change from UDP to another protocol (*e.g.*, transmission control protocol (“**TCP**”)), Customer does so at its own risk and acknowledges and agrees that the transmission speed may be negatively impacted.

2.13. ETHERNET TRANSPORT SERVICE LEVEL AGREEMENTS

A. Availability SLA

Comcast’s liability and Customer’s sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, “**Liability**”), shall be limited to the amounts set forth in the Tables below with the stated percentages to be applied against the MRC (as defined below) associated with the impacted portion of the Service set forth in the Sales Order (“**Availability Credit**”). For the purposes of calculating credit for a Service Interruption, the “**Length of Service Interruption**” begins when the Customer reports such Service Interruption and a trouble ticket is opened, and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption, less any time Comcast is awaiting additional information or premises testing from the Customer. In no event shall the total amount of Availability Credit issued to Customer’s account on a per-month basis exceed 50% of the total monthly recurring charge (“**MRC**”) associated with the impacted portion of the Service set forth in the Sales Order. The Length of Service Interruptions for separately occurring Service Interruptions will not be aggregated for purposes of determining Availability Credit allowances. To qualify, Customer must request the Availability Credit from Comcast within thirty (30) days of the beginning of the Service Interruption. Comcast shall not incur any Liability, including Availability Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Customer actions, omissions or equipment (including Customer-Provided Equipment), a Customer Switch or Router, or any other items set forth in the “Exceptions to Credit Allowances” section below.

2. ETHERNET TRANSPORT SERVICES (CONT'D)**2.13. ETHERNET TRANSPORT SERVICE LEVEL AGREEMENTS (CONT'D)****A. Availability SLA (Cont'd)****TABLE 1: Availability SLA for Services provided over On-Net Fiber or Off-Net Dedicated Fiber Transport (99.99% Availability)**

Length of Service Interruption:	Availability Credit:
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
24 hours or greater	50% of Total MRC

TABLE 2: Availability SLA for Services provided over On-Net HFC, Off-Net Non-Dedicated Fiber or Off-Net Non-Fiber Transport (99.9% Availability)

Length of Service Interruption:	Availability Credit:
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
24 hours or greater	50% of Total MRC

SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

2. ETHERNET TRANSPORT SERVICES (CONT'D)**2.13. ETHERNET TRANSPORT SERVICE LEVEL AGREEMENTS (CONT'D)****B. Performance Objectives SLA**

The performance objectives associated with traffic flows between any two (2) Service Locations are dependent upon the performance tier, which is determined by Comcast, in its sole discretion, based on the locations of the respective Service Locations, designated as "Service Location A" and "Service Location Z" on the applicable Sales Order ("**Performance Tier**" or "**PT**"). Traffic flow between Service Location A and Service Location Z is a "**Service Location Pairing**."

For any Sales Order accepted by Comcast on or before June 15, 2023, the PT for a particular Service Location Pairing is assigned by Comcast, in its sole discretion, based on the Market of each Service Location in a Service Location Pairing.

For any Sales Order accepted by Comcast after June 15, 2023, the PT for a particular Service Location Pairing is assigned by Comcast, in its sole discretion, based on the mileage between Service Location A and Service Location Z ("**Mileage Band**"). For clarity and avoidance of doubt, the below table is intended only as a guide and Comcast reserves the right to assign or re-assign a particular Service Location Pairing a different PT than the PT corresponding to the applicable Mileage Band in the table below based on certain factors, including, but not limited to, Force Majeure, Market, the geographic landscape, terrain, and particular fiber route(s).

Performance Tiers	PT0	PT1	PT2	PT3	PT4
Mileage Band	0-50 miles	51-150 miles	151-750 miles	751-2,500 miles	2,501-4,300 miles

1. Access Types

- **On-Net Access.** For On-Net access, the Mileage Band will be determined by multiplying (A) the total number of direct air miles "as the crow flies" ("**Direct Miles**") between Service Location A and Service Location Z, by (B) 1.25.
- **Off-Net Access.** In addition to On-Net access, Comcast enables Off-Net access to Ethernet Transport Services via one or more third party provider(s). The Performance Tier for Off-Net Service is based upon the location of the Off-Net Service Location, the location of the NNI between Comcast and the third party provider and the performance commitment from the third party provider. For Off-Net Access, the Mileage Band will equal the sum of: (A) (the Direct Miles between Service Location A and NNI * 1.25), plus (B) (Direct Miles between NNI and Service Location Z * 2).

2. ETHERNET TRANSPORT SERVICES (CONT'D)**2.13. ETHERNET TRANSPORT SERVICE LEVEL AGREEMENTS (CONT'D)****B. Performance Objectives SLA (Cont'd)****2. Performance Tiers and Performance Objectives**

Comcast collects continuous in-band performance measurements for the Services. The calculation of all Latency, Jitter and Packet Loss performance metrics for each calendar month for purposes of this performance objectives service level agreement are based upon the average of sample round trip measurements taken by Comcast during the applicable calendar month, excluding any period during which there is a Service Interruption. The below charts indicate the performance objectives for each of the performance metrics over each calendar month based on the applicable Performance Tier and CoS.

a. Performance Tier 0 (PT0) Agreements

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Round Trip Network Delay)	45ms	24ms	4ms
Jitter (Network Delay Variation)	20ms	10ms	1ms
Packet Loss	<1%	<0.01%	<0.001%

b. Performance Tier 1 (PT1) Agreements

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Round Trip Network Delay)	90ms	46ms	14ms
Jitter (Network Delay Variation)	20ms	10ms	2ms
Packet Loss	<1%	<0.01%	<0.001%

c. Performance Tier 2 (PT2) Agreements

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Round Trip Network Delay)	160ms	90ms	46ms
Jitter (Network Delay Variation)	25ms	15ms	5ms
Packet Loss	<1%	<.02%	<.01%

d. Performance Tier 3 (PT3) Agreements

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Round Trip Network Delay)	200ms	160ms	90ms
Jitter (Network Delay Variation)	30ms	20ms	10ms
Packet Loss	<1%	<.04%	<.02%

e. Performance Tier 4 (PT4) Agreements

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Round Trip Network Delay)	240ms	200ms	160ms
Jitter (Network Delay Variation)	35ms	25ms	15ms
Packet Loss	<1%	<.05%	<.04%

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2. ETHERNET TRANSPORT SERVICES (CONT'D)

2.13. ETHERNET TRANSPORT SERVICE LEVEL AGREEMENTS (CONT'D)

B. Performance Objectives SLA (Cont'd)

3. Credit Allowance

Customer's sole remedy for Comcast's failure to achieve the applicable performance metric standards above over a given calendar month for the Service are the receipt of the following credit amounts with the stated percentages to be applied against the MRC associated with the impacted portion of the Service set forth in the Sales Order ("Performance Objective Credits").

TABLE 1: Credit Allowance for Latency Performance Metric

		Performance Tier									
		PT0		PT1		PT2		PT3		PT4	
		Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit
Class of Service	Premium	0 - 4	No Credit	0 - 14	No Credit	0 - 46	No Credit	0 - 90	No Credit	0 to 160	No Credit
		4.01 - 24	10%	14.01 - 46	10%	46.01 - 90	10%	90.01 - 160	10%	160.01 - 200	10%
		24.01 - 45	25%	46.01 - 90	25%	90.01 - 160	25%	160.01 - 200	25%	200.01 - 240	25%
		>45	50%	>90	50%	>160.01	50%	>200	50%	>240	50%
	Priority	0 - 24	No Credit	0 - 46	No Credit	0 - 90	No Credit	0 to 160	No Credit	0 to 200	No Credit
		24.01 - 45	10%	46.01 - 90	10%	90.01 - 160	10%	160.01 - 200	10%	200.01 - 240	10%
		45.01 - 60	25%	90.01 - 160	25%	160.01 - 200	25%	200.01 - 240	25%	240.01 - 300	25%
		>60	50%	>160.01	50%	>200	50%	>240	50%	>300	50%
	Basic	0 - 45	No Credit	0 - 90	No Credit	0 to 160	No Credit	0 to 200	No Credit	0 to 240	No Credit
		45.01 - 60	10%	90.01 - 160	10%	160.01 - 200	10%	200.01 - 240	10%	240.01 - 300	10%
		60.01 - 90	25%	160.01 - 200	25%	200.01 - 240	25%	240.01 - 300	25%	300.01 - 360	25%
		>90	50%	>200	50%	>240	50%	>300	50%	>360	50%

TABLE 2: Credit Allowance for Jitter Performance Metric

		Performance Tier									
		PT0		PT1		PT2		PT3		PT4	
		Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit
Class of Service	Premium	0 - 1	No Credit	0 - 2	No Credit	0 - 5	No Credit	0 - 10	No Credit	0 - 15	No Credit
		1.01 - 3	10%	2.01 - 3	10%	5.01 - 10	10%	10.01 - 15	10%	15.01 - 20	10%
		3.01 - 5	25%	3.01 - 5	25%	10.01 - 15	25%	15.01 - 20	25%	20.01 - 30	25%
		>5	50%	>5	50%	>15	50%	>20	50%	>30	50%
	Priority	0 - 10	No Credit	0 - 10	No Credit	0 - 15	No Credit	0 - 20	No Credit	0 - 25	No Credit
		10.01 - 15	10%	10.01 - 15	10%	15.01 - 20	10%	20.01 - 30	10%	25.01 - 40	10%
		15.01 - 20	25%	15.01 - 20	25%	20.01 - 30	25%	30.01 - 50	25%	40.01 - 60	25%
		>20	50%	>20	50%	>30	50%	>50	50%	>60	50%
	Basic	0 - 20	No Credit	0 - 20	No Credit	0 - 25	No Credit	0 - 30	No Credit	0 - 35	No Credit
		20.01 - 30	10%	20.01 - 30	10%	25.01 - 40	10%	30.01 - 50	10%	35.01 - 60	10%
		30.01 - 50	25%	30.01 - 50	25%	40.01 - 60	25%	50.01 - 80	25%	60.01 - 90.01	25%
		>50	50%	>50	50%	>60	50%	>80	50%	>90	50%

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2. ETHERNET TRANSPORT SERVICES (CONT'D)

2.13. ETHERNET TRANSPORT SERVICE LEVEL AGREEMENTS (CONT'D)

B. Performance Objectives SLA (Cont'd)

3. Credit Allowance (Cont'd)

TABLE 3: Credit Allowance for Packet Loss Performance Metric

		Performance Tier									
		PT0		PT1		PT2		PT3		PT4	
		Measurement	Credit	Measurement	Credit	Measurement	Credit	Measurement	Credit	Measurement	Credit
Class of Service	Premium	0% - 0.001%	No Credit	0% - 0.001%	No Credit	0% - 0.01%	No Credit	0% - 0.02%	No Credit	0% - 0.04%	No Credit
		0.001% - 2.00%	10%	0.001% - 2.00%	10%	0.01% - 2.00%	10%	0.02% - 2.00%	10%	0.04% - 2.00%	10%
		2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%
	Priority	0% - 0.01%	No Credit	0% - 0.01%	No Credit	0% - 0.02%	No Credit	0% - 0.04%	No Credit	0% - 0.05%	No Credit
		0.01% - 2.00%	10%	0.01% - 2.00%	10%	0.02% - 2.00%	10%	0.04% - 2.00%	10%	0.05% - 2.00%	10%
		2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%
	Basic	0% - 1.00%	No Credit	0% - 1.00%	No Credit	0% - 1.00%	No Credit	0% - 1%	No Credit	0% - 1%	No Credit
		1.01% - 2.00%	10%	1.01% - 2.00%	10%	1.01% - 2.00%	10%	1.01% - 2.00%	10%	1.01% - 2.00%	10%
		2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%

Customer shall be entitled to receive a Performance Objective Credit only for one performance metric failure per affected portion of the Service per calendar month. For example, if the applicable metric for Jitter and Latency were missed for the same transport connection (Service Location A to Service Location Z) in a given calendar month, Customer will be entitled only to the Performance Objective Credit associated with either the Jitter or Latency failure for such portion of the Service. In addition, Customer may not receive both the Performance Objective Credit and an Availability Credit for the same portion of the Service in the same calendar month. To qualify for a Performance Objective Credit, Customer must request the applicable Performance Objective Credit from Comcast within thirty (30) days of the end of the applicable calendar month in which the applicable Performance Metric standard was not achieved. Comcast shall not incur any Liability, including Performance Objective Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions or other scheduled maintenance events, Customer actions or omissions, Customer-provided power or equipment, including Customer-Provided Equipment, a Customer Switch or Router or any other items set forth in the "Exceptions to Credit Allowances" section below.

2. ETHERNET TRANSPORT SERVICES (CONT'D)**2.13. ETHERNET TRANSPORT SERVICE LEVEL AGREEMENTS (CONT'D)****C. Exceptions and Terms Applicable to All SLAs****1. Emergency Blocking**

The parties agree that if either party hereto, in its reasonable and sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

2. Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within the time period set forth in Sections B.1 and B.2 of this Service Level Agreement, as applicable. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

3. Exceptions to Credit Allowances

Comcast's failure to meet either of the SLAs set forth herein shall not qualify for the remedies set forth herein if such failure is related to, associated with, or caused by: Planned Service Interruptions or other scheduled maintenance events; Customer actions or omissions; a Customer Switch or Router; Customer-provided power or equipment, including Customer-Provided Equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

4. Other Limitations

THE TOTAL CREDIT ALLOWANCE PER CALENDAR MONTH IS CAPPED AT 50% OF THAT MONTH'S MRC FOR THE IMPACTED PORTIONS OF SERVICE. In addition, the remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives or otherwise comply with this SLA.

2. ETHERNET TRANSPORT SERVICES (CONT'D)

2.14. MONITORING, TECHNICAL SUPPORT AND MAINTENANCE

A. Network Monitoring

Comcast monitors On-Net Service on a 24x7x365 basis.

B. Technical Support and Maintenance

Comcast provides a toll-free trouble reporting telephone number to the Enterprise Technical Support (ETS) Center that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating to CPE or other equipment not provided by Comcast.

1. Escalation

Reported troubles are escalated within the Comcast Business Services Network Operations Center (BNOC) to meet the response/restoration interval described below (Response and Restoration Standards). Service issues are escalated within the Comcast BNOC as follows: to a Supervisor at the end of the applicable time interval plus one (1) hour; to a Manager at the end of the applicable time interval plus two (2) hours, and to a Director at the end of the applicable time interval plus four (4) hours.

2. Maintenance

Comcast's standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. The scheduled maintenance date will be determined by Comcast in its sole discretion; provided, that Comcast provides a minimum of seven (7) days' notice for On-Net Service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, Off-Net Service may be performed without advance notice to Customer.

2. ETHERNET TRANSPORT SERVICES (CONT'D)**2.14. MONITORING, TECHNICAL SUPPORT AND MAINTENANCE (CONT'D)****C. Comcast Equipment**

Comcast provides certain Comcast Equipment for provisioning its Services and the delivery of the UNI, which will reside at the Service Location. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must be used only for receipt of Services. Customers are required to shape their egress traffic to the CIR identified in the Sales Order. Comcast will be excused from paying SLA credits if the Service Interruption is the result of Customer's (a) failure to shape Customer's traffic to the contracted CIR or (b) utilization of Comcast Equipment for non-Comcast provided services.

2.15. RESPONSE AND RESTORATION STANDARDS

Comcast has the following response and restoration objectives:

CATEGORY	TIME INTERVAL	MEASUREMENT	REMEDIES
<i>Mean Time to Respond</i> Telephonically to Call	15 minutes	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore</i> On-Net Comcast Equipment	4 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore</i> Off-Net Equipment	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore</i> On-Net Services	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore</i> Off-Net Services	9 hours	Averaged Over A Month	Escalation (see above)

Customer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

2. ETHERNET TRANSPORT SERVICES (CONT'D)

2.16. EMERGENCY BLOCKING

The parties agree that if either party hereto, in its reasonable and sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

2.17. REMEDY PROCESSES

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within the time period set forth in Sections 13.A and 13.B, as applicable. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

2.18. EXCEPTIONS TO CREDIT ALLOWANCES

Comcast's failure to meet either of the SLAs set forth in Section 13 shall not qualify for the remedies set forth herein if such failure is related to, associated with, or caused by: Planned Service Interruptions or other scheduled maintenance events; Customer actions or omissions; a Customer Switch or Router; Customer-provided power or equipment, including Customer-Provided Equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

2. ETHERNET TRANSPORT SERVICES (CONT'D)**2.19. OTHER LIMITATIONS**

THE TOTAL CREDIT ALLOWANCE PER CALENDAR MONTH IS CAPPED AT 50% OF THAT MONTH'S MRC FOR THE IMPACTED PORTIONS OF SERVICE. In addition, the remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives or otherwise comply with this SLA.

2.20. RATES AND CHARGES

Comcast may enter into term agreements with prices that may vary subject to the availability of promotional offers and/or the Customer's choice of term, bandwidth, and associated Special Construction or related charges. Special Construction charges shall be applied on an individual case basis as set forth in Section 2.4. The minimum term for these Services is twelve (12) months.

Customer networks are configured by designing a combination of Ports and Bandwidth / Class of Service (CoS) at each location, as shown below. Total bandwidth at a site may not exceed the port limit.

- ENS – One Port and Bandwidth (up to three CoS) at each location.
- EPL – One Port at each location and Bandwidth (up to three CoS) between each location.
- EVPL – One Port at each location and Bandwidth (up to three CoS) between locations. Bandwidth from multiple locations may be multiplexed on a single Port at a Customer's hub or aggregation site.

A. Port Charges

A Port Charge applies in addition to Bandwidth charges.

PORT SPEED	PORT CHARGE PER MONTH
10/100 Mbps	\$195.00
Gig E	\$845.00

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2. ETHERNET TRANSPORT SERVICES (CONT'D)

2.20. RATES AND CHARGES (CONT'D)

B. Ethernet Network Service (ENS)

BANDWIDTH (Mbps)	MAXIMUM MONTHLY RATES			
	EVC (BASIC CoS)	EVC (PRIORITY CoS)	EVC (PREMIUM CoS)	NRC
1	\$90.00	\$100.00	\$105.00	\$500.00
2	\$155.00	\$165.00	\$170.00	\$500.00
3	\$220.00	\$235.00	\$240.00	\$500.00
4	\$285.00	\$300.00	\$320.00	\$500.00
5	\$350.00	\$370.00	\$390.00	\$500.00
6	\$415.00	\$435.00	\$460.00	\$500.00
7	\$480.00	\$505.00	\$535.00	\$500.00
8	\$545.00	\$570.00	\$605.00	\$500.00
9	\$610.00	\$635.00	\$675.00	\$500.00
10	\$675.00	\$715.00	\$740.00	\$1,000.00
20	\$780.00	\$845.00	\$935.00	\$1,000.00
30	\$870.00	\$960.00	\$1,055.00	\$1,000.00
40	\$975.00	\$1,065.00	\$1,170.00	\$1,000.00
50	\$1,065.00	\$1,170.00	\$1,285.00	\$1,000.00
60	\$1,170.00	\$1,275.00	\$1,405.00	\$1,000.00
70	\$1,260.00	\$1,390.00	\$1,520.00	\$1,000.00
80	\$1,365.00	\$1,495.00	\$1,640.00	\$1,000.00
90	\$1,455.00	\$1,600.00	\$1,770.00	\$1,000.00
100	\$1,560.00	\$1,705.00	\$1,885.00	\$2,000.00
200	\$1,675.00	\$1,885.00	\$2,120.00	\$2,000.00
300	\$1,795.00	\$2,055.00	\$2,365.00	\$2,000.00
400	\$1,910.00	\$2,235.00	\$2,600.00	\$2,000.00
500	\$2,030.00	\$2,405.00	\$2,845.00	\$2,000.00
600	\$2,145.00	\$2,585.00	\$3,080.00	\$2,000.00
700	\$2,260.00	\$2,755.00	\$3,330.00	\$2,000.00
800	\$2,380.00	\$2,940.00	\$3,560.00	\$2,000.00
900	\$2,495.00	\$3,105.00	\$3,810.00	\$2,000.00
1000	\$2,615.00	\$3,290.00	\$4,045.00	\$2,000.00

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2. ETHERNET TRANSPORT SERVICES (CONT'D)

2.20. RATES AND CHARGES (CONT'D)

C. Ethernet Private Line (EPL)

BANDWIDTH (MBPS)	MAXIMUM MONTHLY RATES			
	EVC (BASIC CoS)	EVC (PRIORITY CoS)	EVC (PREMIUM CoS)	NRC
1	\$50.00	\$65.00	\$80.00	\$500.00
2	\$105.00	\$130.00	\$145.00	\$500.00
3	\$170.00	\$180.00	\$220.00	\$500.00
4	\$220.00	\$245.00	\$285.00	\$500.00
5	\$275.00	\$310.00	\$365.00	\$500.00
6	\$325.00	\$375.00	\$430.00	\$500.00
7	\$375.00	\$440.00	\$505.00	\$500.00
8	\$440.00	\$505.00	\$570.00	\$500.00
9	\$495.00	\$560.00	\$650.00	\$500.00
10	\$545.00	\$625.00	\$730.00	\$1,000.00
20	\$625.00	\$730.00	\$830.00	\$1,000.00
30	\$715.00	\$820.00	\$935.00	\$1,000.00
40	\$795.00	\$910.00	\$1,055.00	\$1,000.00
50	\$870.00	\$1,000.00	\$1,155.00	\$1,000.00
60	\$960.00	\$1,105.00	\$1,260.00	\$1,000.00
70	\$1,040.00	\$1,195.00	\$1,380.00	\$1,000.00
80	\$1,120.00	\$1,285.00	\$1,480.00	\$1,000.00
90	\$1,195.00	\$1,380.00	\$1,585.00	\$1,000.00
100	\$1,285.00	\$1,480.00	\$1,705.00	\$2,000.00
200	\$1,480.00	\$1,600.00	\$1,845.00	\$2,000.00
300	\$1,600.00	\$1,730.00	\$1,990.00	\$2,000.00
400	\$1,715.00	\$1,845.00	\$2,130.00	\$2,000.00
500	\$1,835.00	\$1,975.00	\$2,275.00	\$2,000.00
600	\$1,950.00	\$2,105.00	\$2,420.00	\$2,000.00
700	\$2,065.00	\$2,225.00	\$2,560.00	\$2,000.00
800	\$2,185.00	\$2,355.00	\$2,705.00	\$2,000.00
900	\$2,300.00	\$2,485.00	\$2,845.00	\$2,000.00
1000	\$2,420.00	\$2,600.00	\$3,005.00	\$2,000.00

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2. ETHERNET TRANSPORT SERVICES (CONT'D)

2.20. RATES AND CHARGES (CONT'D)

D. Ethernet Virtual Private Line (EVPL)

BANDWIDTH (MBPS)	MAXIMUM MONTHLY RATES			
	BASIC BANDWIDTH	EVC (PRIORITY CoS)	EVC (PREMIUM CoS)	NRC
1	\$130.00	\$145.00	\$155.00	\$500.00
2	\$260.00	\$285.00	\$310.00	\$500.00
3	\$390.00	\$430.00	\$470.00	\$500.00
4	\$535.00	\$570.00	\$625.00	\$500.00
5	\$665.00	\$715.00	\$780.00	\$500.00
6	\$795.00	\$860.00	\$935.00	\$500.00
7	\$925.00	\$1,000.00	\$1,090.00	\$500.00
8	\$1,055.00	\$1,155.00	\$1,260.00	\$500.00
9	\$1,185.00	\$1,300.00	\$1,415.00	\$500.00
10	\$1,315.00	\$1,445.00	\$1,560.00	\$1,000.00
20	\$1,430.00	\$1,510.00	\$1,585.00	\$1,000.00
30	\$1,545.00	\$1,625.00	\$1,715.00	\$1,000.00
40	\$1,665.00	\$1,755.00	\$1,845.00	\$1,000.00
50	\$1,780.00	\$1,870.00	\$1,965.00	\$1,000.00
60	\$1,900.00	\$2,000.00	\$2,095.00	\$1,000.00
70	\$2,015.00	\$2,120.00	\$2,225.00	\$1,000.00
80	\$2,130.00	\$2,250.00	\$2,355.00	\$1,000.00
90	\$2,250.00	\$2,365.00	\$2,485.00	\$1,000.00
100	\$2,365.00	\$2,485.00	\$2,615.00	\$2,000.00
200	\$2,470.00	\$2,600.00	\$2,755.00	\$2,000.00
300	\$2,575.00	\$2,715.00	\$2,885.00	\$2,000.00
400	\$2,680.00	\$2,835.00	\$3,030.00	\$2,000.00
500	\$2,780.00	\$2,950.00	\$3,160.00	\$2,000.00
600	\$2,885.00	\$3,070.00	\$3,300.00	\$2,000.00
700	\$2,990.00	\$3,185.00	\$3,430.00	\$2,000.00
800	\$3,095.00	\$3,300.00	\$3,575.00	\$2,000.00
900	\$3,200.00	\$3,420.00	\$3,705.00	\$2,000.00
1000	\$3,300.00	\$3,535.00	\$3,850.00	\$2,000.00

E. Equipment Fee

EQUIPMENT FEE PER MONTH
\$34.95

3. BUSINESS WAVELENGTH SERVICES

Comcast's Business Wavelength Services will be provided in accordance with the service descriptions, technical specifications, and performance standards set forth in this Section.

3.1. DEFINITIONS

Definitions for this Service are set forth in General, Section 1, of this Service Guide.

3.2. PROVISIONING ENTITY

Service shall be provided by Comcast Business Communications, LLC or its applicable affiliates and subsidiaries.

Comcast may provide Customer with Service and fiber maps during the term of the Agreement to further describe Service availability. Such maps are hereby deemed Comcast Confidential Information.

3.3. REGULATORY APPROVAL; TRAFFIC MIX

Comcast's pricing for Service may be subject to FCC, public service commission or other regulatory approval. Further, Customer represents that its use of Service hereunder will be exclusively for the transmission of communications traffic that is classified as jurisdictionally intrastate under FCC rules and regulations. Customer specifically represents that ten percent (10%) or less of the traffic transmitted via the Service will be interstate. (For this purpose, Customer's representation relates to the traffic carried over the Service rather than the locations of the physical endpoints of the facility over which the Service is delivered.) If at any time during the term of the Agreement or any Service Term, more than ten percent (10%) of the traffic transmitted via the Service is interstate, Customer shall immediately notify Comcast of the same in writing. Further, Comcast reserves the right, in its reasonable sole discretion, to reclassify Customer's use of Service as jurisdictionally interstate or intrastate, as appropriate. Customer agrees to indemnify and hold Comcast harmless from any claims by third parties resulting from or arising out of Customer's failure to properly represent or certify the jurisdictional nature of its use of the Service(s).

3. BUSINESS WAVELENGTH SERVICES (CONT'D)

3.4. SPECIAL CONSTRUCTION

All rates and charges quoted herein provide for the furnishing of facilities when suitable facilities are available or where the design or construction of the necessary facilities does not involve unusual costs. When, at the request of Customer, Comcast designs and/or constructs facilities that it would otherwise not construct, or the construction of such facilities involves a greater expense than would otherwise be incurred, Special Construction nonrecurring charges may apply.

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for all special construction fee(s). Customer will pay such fee(s) within thirty (30) calendar days of the invoice date unless a payment schedule is specified in the applicable Service Order.

3.5. PROVISIONING INTERVAL

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

3.6. SERVICE COMMENCEMENT DATE

Comcast shall inform Customer when Service is available and performing in accordance with the "Technical Specifications" set forth in Section 3.11 ("Availability Notification"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be the earliest of: (A) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the Technical Specifications; or (C) the date on which Customer first uses the Service.

3.7. MINIMUM SERVICE TERM

The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein. To the extent that a Service Term has not been expressly set forth in a Sales Order, the Service Term for such Sales Order shall be twelve (12) months.

3. BUSINESS WAVELENGTH SERVICES (CONT'D)

3.8. TERMINATION CHARGES

- A. In the event that Service is terminated prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the Service plus twenty percent (20%).
- B. In the event that Service is terminated on or following the Service Commencement Date but prior to 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:
 - 1. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
 - 2. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
 - 3. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
 - 4. 100% of any remaining, unpaid Special Construction Fees.
- C. Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.
- D. Exclusions

Termination Charges shall not apply to Service terminated by Customer as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions.

3. BUSINESS WAVELENGTH SERVICES (CONT'D)**3.8. TERMINATION CHARGES (CONT'D)****E. Portability**

Customer may terminate an existing Service (an “**Existing Service**”) and turn up a replacement Service (*i.e.*, activate Service with termination points on Comcast’s network that are different than those of the Existing Service) (a “**Replacement Service**”) without incurring Termination Charges with respect to the Existing Service, provided that (a) the Replacement Service must have a Service Term equal to or greater than the remaining Service Term of the Existing Service but in no event less than twelve (12) months; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that Sales Order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

F. Upgrades and Features

Customer may upgrade the speed of an Existing Service or convert an Unprotected Circuit to a Protected Circuit (as defined and further described in Section 4.3.10) (in each case, an “**Upgraded Service**”) without incurring Termination Charges, provided that (A) the Upgraded Service must assume the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (B) the Upgraded Service must have the same points of termination on Comcast’s Network as the Existing Service; (C) Customer submits a Sales Order to Comcast for the Upgraded Service and that Sales Order is accepted by Comcast; (D) Customer pays Comcast’s applicable nonrecurring charges for the Upgraded Service; and (E) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the Service Commencement Date for such Upgraded Service.

3. BUSINESS WAVELENGTH SERVICES (CONT'D)**3.9. ADDITIONAL INFORMATION**

As necessary for the interconnection of the Service with services provided by others, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring charges to make such connections.

3.10. BUSINESS WAVELENGTH SERVICES DESCRIPTION

The Service is a private, dedicated, point-to-point transport service that provides secure, high-performance network connectivity between two (2) Service Locations to send and receive data by utilizing Dense Wavelength Division Multiplexing (DWDM) technology over Comcast lit fiber-optic lines. The Service can be delivered as either an Unprotected Circuit or a Protected Circuit, each as defined below.

- A. Unprotected. An **"Unprotected Circuit"** is point-to-point linear circuit utilizing one (1) static physical fiber path (**"Fiber Path"**) terminating on single Comcast-owned Network Terminating Equipment (**"NTE"**) at each circuit endpoint. NTE constitutes Comcast Equipment. Protection Switching (as defined below) is not provided at the NTE or within the transport network, even if Customer has more than one Unprotected Circuit. 10G and 100G circuits are available as Unprotected Circuits.
- B. Protected. A **"Protected Circuit"** is a point-to-point linear circuit utilizing two (2) diverse Comcast Fiber Paths that both terminate on the same NTE at each circuit endpoint, but diverge along the circuit at the nearest point of divergence from each circuit endpoint and are routed to diverse Comcast headends. Each circuit utilizes a dedicated port on the NTE for the Customer handoff. One of the two (2) diverse Fiber Paths is designated by Comcast as the primary Fiber Path and the other Fiber Path is designated by Comcast as the secondary Fiber Path. In the event the primary Fiber Path is unavailable, Comcast re-routes traffic from the primary Fiber Path to the secondary Fiber Path (**"Protection Switching"**). Only one (1) Fiber Path is active at a given time. Only 10G circuits are available as Protected Circuits.

3. BUSINESS WAVELENGTH SERVICES (CONT'D)**3.11. TECHNICAL SPECIFICATIONS FOR SERVICES**

The Services are bi-directional, point-to-point optical Services capable of transporting high bandwidths (*e.g.*, 10G and 100G) using Ethernet or Optical Transport Network (OTN) protocols. Each Service constitutes an entire wavelength or “Lambda” channel of a DWDM.

Customer Interface

Table 1 shows the customer interfaces supported, by protocol, for the Service.

Protocol	Interface(s)
Ethernet – 10G LAN PHY	10GBase-LR
Ethernet – 10G WAN PHY	10GBase-LW
Ethernet – 100G	100GBASE-LR4
OTN – 10G	OTU2, OTU2e
OTN – 100G	OTU4

Table 1: Wavelength Services Protocols and Customer Interfaces

3.12. SERVICE MONITORING, TECHNICAL SUPPORT AND MAINTENANCE

- A. Network Monitoring - Comcast monitors Services on a 24x7x365 basis.
- B. Technical Support - Comcast provides a toll-free trouble reporting telephone number to the Network Operations Center that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating to equipment not provided by Comcast.
- C. Escalation. Reported troubles are escalated within the Comcast Business Services Network Operations Center to meet the response/restoration objectives described below (Response and Restoration Standards). Service issues are escalated within the Comcast Business Services Network Operations Center as follows: to a Supervisor at the end of the applicable objective time interval plus one (1) hour; to a Manager at the end of the applicable objective time interval plus two (2) hours; and to a Director at the end of the applicable objective time interval plus four (4) hours.
- D. Maintenance - Comcast’s standard maintenance window for Services is Sunday to Saturday from 12:00 am to 6:00 am local time. Scheduled maintenance for Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum three (3) business days’ notice for maintenance expected to impact service for ≤50ms. Comcast provides a minimum of seven (7) business days’ notice for maintenance expected to impact service for >50ms. Emergency maintenance is performed as needed without advance notice to Customer.
- E. Comcast Equipment. Comcast provides certain Comcast Equipment, which will reside at the Service Location, for provisioning its Services. Comcast will retain ownership and management responsibility for this Company Equipment. This Comcast Equipment must only be used for receipt of Services.

3. BUSINESS WAVELENGTH SERVICES (CONT'D)**3.13. CUSTOMER RESPONSIBILITIES**

Customer shall have the following responsibilities related to the installation, support, and maintenance of the Service:

- Connecting to the Demarcation Point.
- Responsibility for all equipment and service beyond the Demarcation Point and/or interconnection between Comcast Equipment and the wiring at the Demarcation Point.
- Procuring and maintaining equipment which is technically compatible with the Service and the Network.
- Providing an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.
- Providing secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the Customer facilities, no further than fifty feet from the Customer router or switch interface.
- Providing outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the Demarcation Point.
- Locating and marking all private underground utilities (water, electric, etc.) along path of new underground placement not covered by utility companies.
- Providing a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.
- Obtaining “right-of-way” entry easement for Comcast facilities and equipment from property owners at each Customer location.
- Coring of the Service Location’s outside wall and internal walls. Upon request, Comcast can perform this activity on an “as needed” basis for an additional one-time fee.
- Providing UPS AC power (back-up battery power) equipment, circuit sizing to be determined, if applicable.
- Emergency local generator backup service, if applicable.
- Providing access to the buildings and Demarcation Point at each Service Location to allow Comcast and its approved contractors to install the Service and for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast’s equipment and facilities.
- Providing, installing and maintaining a device that is capable of interconnecting network traffic between the Service and the Customer’s Local Area Network (“LAN”).
- Providing a point of contact (“POC”) for installation, service activation and any maintenance activities.

3. BUSINESS WAVELENGTH SERVICES (CONT'D)

3.14. INTRASTATE WAVELENGTH SERVICE LEVEL AGREEMENTS (SLA)

Comcast's Intrastate Comcast Business Wavelength Services are backed by the following Service Level Agreement (SLA):

A. Availability SLA

Comcast's liability and Customer's sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Services (individually or collectively, "Liability"), shall be limited to the amounts set forth in the tables below ("Availability Credit"). For the purposes of calculating credit for a Service Interruption, the length of Service Interruption begins when the Customer reports such Service Interruption and a trouble ticket is opened, and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption, less any time Comcast is awaiting additional information or premises testing from the Customer. The length of Service Interruptions for separately occurring Service Interruptions will not be aggregated for purposes of determining Availability Credit allowances. For purposes of calculating the Service credit percentage in the following tables, only the MRC of the impacted wavelength circuit shall apply. To qualify, Customer must request the Availability Credit from Comcast within thirty (30) days of the beginning of the Service Interruption. Comcast shall not incur any Liability, including availability credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Customer actions, omission or equipment, or any other items set forth in the "Exceptions to Credit Allowances" Section 3.15.B following.

3. BUSINESS WAVELENGTH SERVICES (CONT'D)**3.14. INTRASTATE WAVELENGTH SERVICE LEVEL AGREEMENTS (SLA) (CONT'D)****B. SLA for Unprotected and Protected Options****TABLE 1: SLA for Unprotected Circuits**

Availability	Length of Service Interruption	Service Credit (Based on MRC of only the impacted wavelength circuit)
$\geq 99.44\%$	Less than 4 hours	No Credit
$\geq 98.89\% < 99.44\%$	At least 4 hours but less than 8 hours	10% of the MRC
$\geq 98.33\% < 98.89\%$	At least 8 hours but less than 12 hours	25% of the MRC
$< 98.33\%$	At least 12 hours or greater	50% of the MRC

TABLE 2: SLA for Protected Circuits*

Availability	Length of Service Interruption	Service Credit (Based on MRC of only the impacted wavelength circuit)
$> 99.99\%$	Less than 4 minutes 19 seconds	No Credit
$\geq 99.86\% < 99.99\%$	At least 4 minutes 20 seconds but less than 1 hour	10% of the MRC
$\geq 98.61\% < 99.85\%$	At least 1 hour but less than 10 hours	25% of the MRC
$< 98.61\%$	At least 10 hours or greater	50% of the MRC

*Availability Credits on protected circuits are available only to the extent both Fiber Paths for such Protected Circuit simultaneously sustain a Service Interruption. For clarity and avoidance of doubt, if either Fiber Path for a Protected Circuit is Available, the entire Protected Circuit shall be considered Available for purposes of calculating Availability.

SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

3. BUSINESS WAVELENGTH SERVICES (CONT'D)

3.15. EXCEPTIONS AND TERMS APPLICABLE TO ALL SLAs

A. Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within the time period set forth in Section 3.14.A., preceding. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

B. Exceptions to Credit Allowances

Comcast's failure to meet either of the SLAs set forth in 3.14 shall not qualify for the remedies set forth herein if such failure is related to, associated with, or caused by: Planned Service Interruptions or other scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement

C. Other Limitations

The total credit allowance per calendar month under Section 3.14 is capped at 50% of that month's MRC for the impacted portions of the Service. In addition, the remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives.

3. BUSINESS WAVELENGTH SERVICES (CONT'D)**3.16. RATES AND CHARGES**

Comcast may enter into term agreements with prices that may vary subject to the availability of promotional offers and/or the Customer's choice of term, bandwidth, and associated Special Construction or related charges. Special Construction charges shall be applied on an individual case basis as set forth in Section 3.4. The minimum term for these Services is thirty-six (36) months.

Business Wavelength Service is offered in 10G and 100G Bandwidths in Protected and Unprotected configurations. Ports are available in 10G and 100G and are priced per port, two ports per circuit.

Comcast Business Wavelength Services Pricing

Charge Type	Bandwidth	Protection	Term (months)	MRC	NRC
Service	10G	Unprotected	36	\$7,000.00	\$0.00
Service	10G	Unprotected	60	\$6,300.00	\$0.00
Service	10G	Protected	36	\$14,000.00	\$0.00
Service	10G	Protected	60	\$12,600.00	\$0.00
Service	100G	Unprotected	36	\$15,000.00	\$0.00
Service	100G	Unprotected	60	\$13,500.00	\$0.00
Service	100G	Protected	36	\$30,000.00	\$0.00
Service	100G	Protected	60	\$27,000.00	\$0.00
Port	10G	N/A	36	\$500.00	\$0.00
Port	10G	N/A	60	\$400.00	\$0.00
Port	100G	N/A	36	\$1,000.00	\$0.00
Port	100G	N/A	60	\$800.00	\$0.00