



ATTACHMENT "A"

BROADBAND SERVICES ADDENDUM TO THE MASTER SERVICES AGREEMENT

If you subscribe to Broadband Services with Xpanse Networks, Inc. ("Xpanse"), the terms and conditions herein apply to your use of the Service as part of the Master Services Agreement between the Parties ("Agreement"). Capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Agreement.

1. Definitions.

1.1 Equipment shall mean any apparatus or equipment provided by Xpanse or any third party to the Customer at the Premises to enable provision of the Service;

1.2 Service shall mean the Broadband Service ordered in a Service order and all related services together with any increased or improved services that may be subsequently ordered by the Customer.

1.3 Virtual Private Network (VPN) shall mean the functionality that supports the extending of a private network across a public network enabling users to send and receive data across shared or public networks as if their computing devices were directly connected to the private network. VPNs generally offer functionality, security, and management of the private network when a wired private network is not feasible.

2. Service Description.

This Service Addendum applies to Xpanse's Broadband Services ("Broadband Service"). Broadband Service includes a high-speed Internet connection provided through one of a variety of mediums including, but not limited to, fiber, Ethernet over Copper, cable, and wireless connections. Speeds and capacity will vary based on the product purchased by Customer.

3. IP Allocation

3.1 Xpanse broadband packages are designed using Network Address Translation (NAT). IPs are assigned as needed. One IP is available at no extra charge. On a case-by-case basis, Xpanse will evaluate Customer requests to purchase additional IPs; however, Xpanse does not guaranty that additional IPs can be added to any specific Customer account.

3.2 Xpanse retains the right to randomly audit and reclaim any unused IPs assigned to a service. In addition, Xpanse reserves the right to re-allocate or re-assign IP addresses as necessary at Xpanse's sole discretion.

4. Broadband and Related Services – Service Levels

4.1 Xpanse Private Networking. A Private Networking-related outage is the unavailability of one or more of the Private Networking connections due to a failure or malfunction of Xpanse's network. Credits for Private Networking service outages will be prorated based on the time between initial outage notification by Customer and restoration of Private Networking service.

4.2 Xpanse Broadband Circuits. A Broadband-related outage is the unavailability of the broadband connection due to a failure or malfunction of Xpanse's network. Credits for Broadband Circuits service outages will be prorated based on the time between initial outage notification by Customer and restoration of Broadband service.

4.3 Virtual Private Network. A Virtual Private Network (VPN)-related outage is defined as the inability to ping a private IP while retaining the ability to ping the public gateway. Credits for VPN service outages will be prorated based on the time between initial outage notification by Customer and restoration of VPN service.

4.4 Cable-modem Circuits. For broadband service purchased over cable modem circuits, Customer acknowledges that capacities and speeds are “best efforts”. Xpanse will work with Customer and the respective cable provider to best utilize the available product; however, Xpanse does not guaranty specific capacity targets for such circuits and failure to obtain a specific capacity target shall not be used as a valid reason for Customer to terminate a circuit or Agreement.

4.5 Wireless Circuits. For broadband service purchased over wireless technologies, Customer acknowledges that capacities and speeds are “best efforts”. Xpanse will work with Customer and the respective wireless provider to best utilize the available product; however, Xpanse does not guaranty specific capacity targets for such circuits and failure to obtain a specific capacity target shall not be used as a valid reason for Customer to terminate a circuit or Agreement.

5. Additional Terms on Broadband Related Services

5.1 Wireless Backup Service. If Customer purchases Wireless Back-up Services such back-up services are subject to the following use restrictions:

- a. Service shall only be used when the primary broadband service is experiencing an outage.

- b. Customer is responsible usage-sensitive sensitive charges incurred due to use of the service in violation of the use restrictions as well as any fraudulent activity in connection with the service.

5.2 **MPLS.** MultiProtocol Label Switching (“MPLS”) Service. MPLS Service delivers data in packets from any service location to any other service location in the Customer’s network. For local access to a host or remote service location in a network, Customer may choose between various broadband options. For Internet access via a network port, MPLS Service Customers may choose to allow or block incoming Internet traffic. Use of Xpanse-provided Customer Premises Equipment (CPE) is required for all Network Services unless otherwise agreed to by the Parties in writing.

5.3 **POINT-TO-POINT.** To connect two locations, Point-to-Point Private Line connects Customer Premises Equipment (CPE) at each location to each other. Point-to-Point connectivity can be provisioned at a variety of speeds.

5.4 **EVPL VPSLS.** Ethernet Virtual Private Line (EVPL) provides point-to-multipoint connectivity. EVPL helps multi-location companies streamline network management with custom configured network management options. EVPL provides an Ethernet Virtual Connection (EVC) between three or more locations, similar to Ethernet Private Line service while also supporting multiplexing multiple services (EVCs) on a single User-to-Network Interface (UNI) at your hub or aggregation site.