



Service-Specific Terms and Conditions

Introduction.

Please read this Service-Specific Terms and Conditions (“Service-Specific T&Cs”) carefully. Wave offers a variety of communications services (“Services”) to its commercial and governmental customers. This Service-Specific T&Cs contains provisions that apply only to specific types of Services provided by Wave. If you receive from Wave any of the types of Services described in this Service-Specific T&Cs, then the applicable provisions of this Service-Specific T&Cs apply to your Service. If provisions of this Service-Specific T&Cs apply to one or more of your Services, the provisions of this Service-Specific T&Cs apply to those Services in addition to and in conjunction with the provisions of any Master Services Agreement, Service Order, IRU Agreement or other contract you have entered into with Wave (collectively, your “Contract”). To the extent the provisions of this Service-Specific T&Cs conflict with any provisions of your Contract, the provisions of your Contract control. Wave may modify this Service-Specific T&Cs at any time without notice. Your continued use of your Services after such modification constitutes acceptance of the modified Service-Specific T&Cs.

Internet Access Service Provisions.

If you receive Internet access Services from Wave, then, in addition to the other provisions of your Contract, your use of Wave’s Internet access Services is subject to the following terms and conditions:

- (1) End User Access. You must ensure that any persons who have access to the Services through your equipment and/or your internal network comply with the terms of this AUP and your Contract.
- (2) Acceptance of Risk. You expressly acknowledge and agree that the Internet is a shared network that is not secure and that is not controlled by Wave. Any content that you access through the Services is provided by independent third-party content providers, over which Wave does not exercise control. Wave does not preview, exercise editorial control over, or endorse any opinions or information accessed through the Services. You expressly understand and agree that it is possible data or files you send or receive over the Internet will be monitored by third-parties and/or subject to unauthorized access by third-parties. Third-parties may gain access to your data, including confidential information. Data or files transmitted over the Internet may contain computer viruses or other harmful components. Wave has no responsibility and assumes no liability for any such acts or occurrences. You expressly assume the risks inherent in connecting your internal network and your equipment to the Internet and in accessing and using the Internet through the Services.
- (3) IP Addresses. Any IP addresses provided to you by Wave in connection with the Services are and will remain the property of Wave. You will not alter, modify, sell, lease, assign, encumber or otherwise tamper with the IP addresses. Wave reserves the right to change addressing schemes at any time.
- (4) Wave G Business. If you receive Wave G Business Internet access Service from Wave, you expressly acknowledge and agree that Wave G Business is an “up to” bandwidth Service, with the bandwidth specified on your Contract being the maximum possible bandwidth. You expressly understand and agree that the actual bandwidth you experience at any time will vary based on numerous

factors, such as the type and configuration of your internal network equipment, the number of devices simultaneously using your Wave G Business Internet access Service, the amount of traffic Wave's network is then-experiencing, and other similar factors. Additionally, you understand and agree that, while Wave G Business Internet access Service is a fiber-based Service, Wave's normal SLA for lit fiber services does NOT apply to Wave G Business Internet access Service. Instead, Wave G Business Internet access Service is a "best effort" service for which no SLA remedies are available. While Wave will use commercially reasonable efforts to ensure that your Wave G Business Internet access Service is available to you twenty-four (24) hours per day, seven (7) days per week, it is possible that there will be interruptions (e.g., outages) or periods of degradation (e.g., slow transmission) in your Wave G Business Internet access Service. While Wave will use commercially reasonable efforts to correct any such interruptions or degradations in a timely manner, you expressly acknowledge and agree that neither service credits nor chronic outage remedies are available to you in connection with problems involving your Wave G Business Internet access Service. Temporary interruptions in or degradation to your Wave G Business Internet access Service do not constitute failures on the part of Wave to fulfill its obligations under your Contract.

(5) DDoS Protection Service. If you receive DDoS protection Service from Wave in connection with your Internet access Service, you expressly agree and understand that the DDoS protection Service does not guaranty that the Internet access Service for which the DDoS protection Service is activated will never be susceptible to or negatively impacted by any distributed denial of service attack or any other type of hostile hacking activity. Instead, the DDoS protection Service constitutes only one measure of protection against such activities. Wave shall not be liable for any damages of any type that may be suffered by you or any of your end users due to any DDoS attacks or other hostile hacking activity experienced by the Internet access Service that the DDoS protection Service does not successfully prevent, alleviate or ameliorate.

Burstable Service Provisions.

If you receive burstable Internet access Services or burstable data transport Services from Wave, then, in addition to the other provisions of your Contract, your use of Wave's burstable Services is subject to the following terms and conditions. Burstable Internet access or data transport Service allows you to increase from the selected base bandwidth up to the specified maximum burstable bandwidth on an as-needed basis when usage spikes. Charges for burstable Service will be calculated by using the industry standard 95th percentile. The 95th percentile measurement evaluates the regular and sustained use of a network connection and is measured by sampling usage at 5 minute intervals and ignoring the top 5% of usage samples taken over a month. The 95th percentile measure of peak bandwidth will then be compared to the base bandwidth and the incremental usage will be billed at the burst rate in arrears on a monthly basis. Charges for burstable Service will be measured, calculated and accrued on a monthly basis, and billed in arrears on a monthly basis.

Phone Service Provisions.

If you receive phone Services (including hosted voice Services) from Wave, then, in addition to the other provisions of your Contract, your use of Wave's phone Services is subject to the following terms and conditions:

(1) VoIP Services. Wave's voice Services are provided via Internet Protocol voice network (aka "VoIP"). VoIP services operate using the standard commercial electrical power provided to your service site. Wave does not provide a back-up generator, UPS or other alternate power source for the Services; accordingly, in the event of a power outage at your service site, unless you have arranged for back-up power, the VoIP Services will be unavailable until electrical service is restored. You acknowledge and accept that the Service is not represented as fail-safe and is not designed for use in situations where error-free or uninterrupted service is essential. Wave will not be responsible for, and you expressly assumes all risk of, any losses or damages arising as a result of the unavailability of the Service, including the inability to reach 911 or other emergency services, or the inability to contact your security system, your fire alarm system or any remote medical monitoring service provider.

(2) Important Notice Regarding E911 Service. Federal Communications Commission rules require providers of VoIP phone services to remind customers of these important E911 facts: (a) Wave needs a complete and correct service site address in order to deliver accurate location information to E911; (b) If you move your VoIP phone equipment to a different physical address, you must call Wave immediately to update the location information, otherwise E911 will not have your correct location information on file; (c) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (d) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended.

(3) Other Providers. Unless otherwise expressly agreed to in writing, Wave has no obligation or responsibility to arrange for termination or removal of telecommunications services provided by long distance providers. You remain responsible for terminating and removing any such unwanted services and circuits provided by other long distance providers. You understand that you may designate only one primary interexchange carrier for any one telephone number for state-to-state (interLATA), intrastate and international usage.

(4) Long Distance Charges. Any long distance rates listed in your Contract are the rates as of the effective date of that Contract and may not reflect the actual rates applicable at any given time during the term of the Contract. All long distance charges are exclusive of applicable taxes, and Wave may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"), plus amounts to recover reasonable administrative costs associated with such Governmental Charges.

(5) CPNI. Wave will have access to certain proprietary network information of yours ("CPNI"). Under federal law, you have a right to, and Wave has a duty to protect, the confidentiality of CPNI. CPNI may be useful to tailor services to you and to enhance Wave's ability to meet your needs. You expressly authorize Wave, its affiliates, or its sales representatives to use CPNI to determine if you could benefit from other services offered by Wave and its affiliates, and market them to you. You may withdraw your authorization at any time by informing Wave in writing. Any such withdrawal will not affect the quality of Services provided to you.

Hosted Voice Service Provisions.

If you receive hosted voice Services from Wave, then, in addition to the other provisions of your Contract and the Phone Service Provisions set forth above, your use of Wave's hosted voice Services is subject to the following terms and conditions:

(1) Leased Hosted Voice Equipment. If you are leasing hosted voice equipment (the "Leased Equipment") from Wave, then the Leased Equipment shall at all times be and remain the personal property of Wave. Wave shall be responsible for the regular maintenance and repair of all Leased Equipment. Should you experience problems with any of the Leased Equipment, you must contact Wave and Wave will use commercially reasonable efforts to repair or replace the malfunctioning Leased Equipment as soon as reasonably possible after receiving your notification. For Leased Equipment, Wave shall have the right at any time, and from time to time, during the service term to substitute different hosted voice equipment for some or all of the Leased Equipment initially installed at your service site; provided that the substituted Leased Equipment has equivalent or better functionality than the previously installed Leased Equipment. Should any Leased Equipment require repair or replacement due to your negligent or willful conduct, including the misuse or abuse of same, you shall reimburse Wave for the costs of such repair or replacement.

(2) Purchased Hosted Voice Equipment. If you have purchased hosted voice equipment (the "Purchased Equipment") through Wave, then upon your acceptance of the Purchased Equipment, the Purchased Equipment shall be and remain your personal property. As between Wave and you, you shall be solely responsible for the repair and maintenance of all Purchased Equipment and any and all obligations and liabilities associated therewith. **YOU ACKNOWLEDGE THAT THE PURCHASED EQUIPMENT IS NOT MANUFACTURED BY WAVE AND THAT WAVE DOES NOT SUPPORT AND SHALL HAVE NO MAINTENANCE OBLIGATIONS OR OTHER LIABILITY REGARDING SAME.** WAVE WILL EITHER DELIVER THE MANUFACTURER'S WARRANTY FOR THE PURCHASED EQUIPMENT DIRECTLY TO YOU OR PASS THROUGH THE MANUFACTURER'S WARRANTY TO YOU DEPENDING ON THE APPLICABLE MANUFACTURER'S POLICY. WAVE HEREBY ASSIGNS TO YOU ALL OF THE MANUFACTURERS' WARRANTIES AND INDEMNITIES RELATING TO THE PURCHASED EQUIPMENT TO THE EXTENT WAVE IS PERMITTED BY THE MANUFACTURER TO MAKE SUCH ASSIGNMENT TO YOU. SUCH ASSIGNMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS IMPOSED BY THE MANUFACTURER WITH RESPECT THERETO. YOUR REMEDY FOR DEFECTIVE PURCHASED EQUIPMENT SHALL BE AS SET FORTH IN THE APPLICABLE MANUFACTURER'S WARRANTY WHICH IS YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF AN EQUIPMENT WARRANTY. WAVE DOES NOT EXTEND ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EITHER TO YOU OR TO THIRD PARTIES, FOR ANY PURCHASED EQUIPMENT PURCHASED BY YOU PURSUANT TO A CONTRACT, NOR SHALL WAVE HAVE ANY LIABILITY FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM YOUR USE OF (OR INABILITY TO USE) THE PURCHASED EQUIPMENT OR A THIRD PARTY'S UNAUTHORIZED USE OF THE PURCHASED EQUIPMENT. Any questions concerning or requests for maintenance or repair of the Purchased Equipment should be directed to the manufacturer of the Purchased Equipment at issue. If Purchased Equipment impairs the Services, you will remain liable for payment of the applicable monthly service fees. If, at your request, Wave attempts to resolve difficulties caused by Purchased Equipment, you will be responsible for Wave's then-current commercial rates and terms for such consulting services on a time and materials basis.

(3) Installation of Hosted Voice Equipment. As a part of the hosted voice Service, Wave will install the hosted voice equipment for you (whether such equipment is Leased Equipment or Purchased Equipment) at the specified service site. If your service site contains existing inside wiring, Wave will use your existing wiring for the installation; provided, that Wave's use of any existing wiring shall not constitute any type of representation, warranty or guarantee to you that the existing wiring is in good condition and/or free from defects. If your service site does not contain the necessary inside wiring (as determined by Wave in Wave's commercially reasonable judgment), Wave will so notify you and you may elect to install wiring itself or to request that Wave install wiring for you. If Wave installs wiring for you, such work shall be performed on a time and materials basis, with the wiring to become your personal property upon your acceptance of the Service. If, during the installation process, Wave discovers or uncovers any hazardous materials or substances at your service site: (A) Wave shall have the option to cease work at the service site and terminate your hosted voice Service Contract, without any liability for or obligation to remove or remediate the hazardous materials so discovered; and (B) you shall indemnify, defend and hold Wave harmless from and against any and all claims, costs, damages and expenses incurred by Wave in connection with or as a result of the pre-existing hazardous materials, including attorneys' and experts' fees and costs as well as the costs of any environmental assessment or remediation work that may be performed at the service site.

(4) Bring-Your-Own-Phone Provisions. For certain models of phones, Wave has the ability to attempt to connect phones that you already own (the "Customer Phones") to Wave's hosted voice Service, which eliminates the need for you to lease or purchase phones from Wave. If you elect to use your existing Customer Phones with Wave's hosted voice Service, you expressly agree to the following provisions: (a) you must supply the passwords for the Customer Phones, otherwise the phones may not be usable with Wave's network; (b) the process of connecting the Customer Phones to Wave's network involves re-setting the Customer Phones to their factory defaults, which will delete all information stored on the phones, including contact lists, speed dial numbers, as well as the configurations established for connectivity to your previous hosted voice solution; (c) it is possible that attempting to connect the Customer Phones to Wave's network could render one or more of the Customer Phones unusable, requiring a firmware re-flash. In such event, Wave will have no responsibility or liability for repairing or replacing the Customer Phone(s) at issue. Instead, you expressly assume the risk inherent in attempting to attach the Customer Phones to Wave's hosted voice network; and (d) Wave will be unable to provide support and troubleshooting for Customer Phones after implementation. Wave will be able to troubleshoot problems with Wave's network, but if the network is functioning properly and there are technical problems with any of the Customer Phones, you must seek equipment support from the manufacturer or original vendor of the equipment.

Dark Fiber Service Provisions.

If you receive dark fiber Services from Wave, then, in addition to the other provisions of your Contract, your use of Wave's dark fiber Services is subject to the following terms and conditions:

(1) Grant of License. Beginning on the service commencement date for each segment of dark fiber, and continuing through the term of your Contract, Wave grants to you, and you accept from Wave, a license (the "License") to use the specified number of dark fiber strands on the segment (the "Licensed Fibers") by accessing same solely at the A Location and Z Location end points (the "End Points") specified in your Contract. You are not permitted to access the Licensed Fibers at any location other than the End Points. The License does not include any right on your part to: (i) own, control, possess,

encumber, repair or maintain, or cause or permit any lien to attach to the Licensed Fibers, any Wave-owned equipment, or any other property of Wave; or (ii) use or access any of the other fiber optic strands that may be in the same cable bundle as the Licensed Fibers.

(2) Route of Licensed Fibers. Wave shall at all times have full and complete discretion to choose the route along which the Licensed Fibers are installed between the End Points. That route will not necessarily be the most direct route between the End Points. Wave may, from time to time, elect to change the route along which the Licensed Fibers are installed. So long as the technical specifications for each Fiber Route continue to be met, you shall have no authority to approve or disapprove of any particular installation route. In the event of any route relocation, Wave shall use commercially reasonable efforts to minimize the disruption to your use of the Licensed Fibers.

(3) Wave's Retained Rights. Wave retains the exclusive right to provide services using, or to sell or lease to other customers or end users fibers (other than the Licensed Fibers) contained in the same cable bundle as the Licensed Fibers. Wave shall not use the Licensed Fibers during the service term of your Contract.

(4) Standard Technical Specifications. Wave's dark fiber will typically comply with the following specifications: (i) the maximum bi-directional average splice loss shall not exceed 0.15 dB; and (ii) the attenuation shall not exceed 0.25 dB/km when measured at a wavelength of 1550 nm. If your Service Order, IRU Agreement or other contract contains different technical specifications from those listed above, the technical specifications set forth in your Service Order or IRU Agreement (as applicable) control.

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