

**PRODUCT  
SUPPLEMENT  
BUSINESS  
INTERNET ACCESS  
To the  
Master  
Service  
Agreement**

This Product Supplement — Business Internet Access (this “Supplement”) is incorporated by reference into and made part of that certain Master Service Agreement (including all attachments and incorporated documents, the "Agreement") entered into between the Seller and the Buyer, as expressly provided therein and shall be effective as of the Effective Date defined in the Service Order form. This Supplement provides additional terms and conditions governing the Business Internet Access Services.

**1. SERVICE DESCRIPTIONS**

**A. Business Internet Access**

1.1 "Business Internet Access" or "BIA" shall mean a high-speed connection to the Internet. Over a single access port connection ("Port"), Buyer may select from several speeds as set forth on any Service Order. The available configurations are subject to technical limitations, and Seller shall determine the actual allowed and available configurations from time to time consistent with then current technical considerations. Among other things, due to protocol overhead, IP addresses may be assigned to Buyer by Seller as deemed appropriate by Seller at rates agreed to by the Parties, but such IP addresses remain the property of Seller and are not transferred to Buyer or its User upon termination or expiration of this Supplement or any respective Service Order. Buyer and its Users will promptly return such IP addresses, and cooperate with any additional documentation of same, upon termination or expiration of this Supplement or any respective Service Order.

1.2 Technical Specifications. The Business Internet Access Service and related offerings shall conform with the technical standards as specified by the Internet Engineering Task Force ("IETF").

1.3 Service Options: BIA is offered as a "Best Effort" service. The pricing and length of term commitment shall be specified on the Service Order form.

(a) "Best Effort" is the provision of a maximum capacity internet access port. A maximum capacity Port is provisioned as a Port set to the bandwidth purchased by Buyer, giving Buyer the ability to use the full Port bandwidth assuming traffic congestion allows the full utilization. The monthly Recurring Charge ("MRC") is fixed each month and does not change due to usage of the Port.

(b) Invoicing for the MRC shall be in advance for Best Effort bandwidth charges.

1.4 Definitions. Capitalized terms or phrases not defined in this Supplement shall have the definitions ascribed thereto in the Agreement. In addition to terms or phrases defined elsewhere in the Agreement or this Supplement, the following terms or phrases, where capitalized, shall be defined as follows:

"BGP-4 Routing" shall mean Border Gateway Protocol, version 4 ("BGP-4"), a routing protocol enabling packets with user data to travel between remote locations on the internet and to exchange information between autonomous systems within the internet. The provision of BGP-4 is subject to certain policies and procedures which will be reviewed with Buyer upon request.

"Demarc Extension" or "Extended Demarc" shall mean a build to extend Services from Seller's stated Point of Demarcation to Buyer's Point of Demarcation. Non-Recurring Charges for any Demarc Extension will be on an individual case basis.

"DNS" or "Domain Name Server" shall mean a system for converting host names and domain names into IP addresses on the Internet or on local networks that use the TCP/IP protocol.

"E-BGP" shall mean an External Border Gateway Protocol, a routing protocol enabling packets with user data to travel between remote locations on the internet and to exchange information between autonomous systems within the internet.

"HSRP" shall mean a Hot Standby Routing Protocol, a proprietary routing protocol from CISCO for fault tolerant IP routing which enables a set of routers to work together to present the appearance

of a single virtual router or default gateways to the hosts on a local area network ("LAN").

"Internet Protocol Address" or "IP Address" shall mean an address in four-part numerical format that uniquely identifies a computer accessible over a TCP/IP-based LAN or the Internet, for example, 127.0.0.10.

"Local Loop Service" shall mean any transport service requested by Buyer and provided by Seller to connect a site with a Port.

## 2. PROVISIONING INTERVALS FOR FACILITIES

2.1 Provisioning Intervals. All BIA services shall be provided by Seller on an individual case basis and as set forth in the applicable Service Order FOC.

2.2 Remedies. If the Commencement Date does not occur prior to the Scheduled Service Date with regard to Services and such delay in the Commencement Date is not due to a Force Majeure Event or an act or omission of Buyer, Buyer's Users or their respective representatives, then the following remedies shall apply:

- (a) Delay of Recurring Charge. Buyer shall not be obligated to pay the Recurring Charges until such time as the Service commences.
- (b) Termination of Service. If the Commencement Date does not occur on or before sixty (60) days following the applicable FOC Date, then Buyer shall have the right to terminate the applicable BIA Service by providing written notice to Seller to the extent that such notice is provided prior to the Commencement Date. In such event, unless otherwise provided in the Service Order, Buyer shall not be obligated to pay, and shall receive reimbursement for any amounts previously paid with regard to, any Recurring Charges or Non-Recurring Charges associated with such Service.
- (c) **SOLE AND EXCLUSIVE REMEDIES. THE PARTIES ACKNOWLEDGE THAT THE REMEDIES IN THIS SECTION 2 SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER FOR THE FAILURE OF THE COMMENCEMENT DATE TO OCCUR PRIOR TO THE SCHEDULED SERVICE DATE OR ANY OTHER DELAY IN PROVIDING THE SERVICE.**

2.3 Supp or Deferral Rights. With respect to any Services provided entirely on Seller's Facilities, Buyer shall have the right to request up to three (3) deferrals of the Scheduled Service Date; provided that, unless otherwise agreed by Seller, in no event may Buyer request a deferral of more than thirty (30) days in aggregate from the Scheduled Service Date set forth in the initial FOC for the Service. The Supp Charges applicable to any such deferrals of the Scheduled Service Date are as set forth in Seller's Miscellaneous Price Schedule. With respect to any Services provided in whole or in part on Third Party Facilities, any rights of Buyer to defer the Scheduled Service Date and any associated charges shall be determined by Seller on an individual case basis.

## 3. TESTING PROCEDURES FOR FACILITIES

Seller agrees to use reasonable commercial efforts throughout the provisioning process so that the Service, when tendered to Buyer, meets the technical specifications set forth in this Supplement.

## 4. RULES AND REGULATIONS FOR USE OF BIA SERVICE

- (a) As a condition of Buyer's use of the BIA Service, Buyer warrants to Seller that neither it nor its Users will use the BIA Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. Buyer agrees to abide by, and shall cause its Users to abide by, all applicable local, state, national and international laws and regulations. Buyer is solely responsible for all acts or omissions that occur under its account, including the content of Buyer's and its Users' transmissions through the BIA Service.
- (b) Buyer agrees that it and its Users shall comply in all respects with Seller's Acceptable Use Policy ("AUP"), as set forth under the AUP link at [www.dobson.net/legal/](http://www.dobson.net/legal/). Buyer acknowledges that it has reviewed and agrees to the provisions of the AUP.