

# PROPOSAL OF SERVICES



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## Prepared for:

Prospect Heights School District 23

### Your WOW! Strategic Account Executive

Kelly Locke, [Kelly.locke@wowinc.com](mailto:Kelly.locke@wowinc.com), 517-319-3115

January 29, 2019

## Thank You

Thank you for allowing WOW! Business Solutions the opportunity to provide Prospect Heights School District 23 with a complete communications service solution in response to the 470 # 190012256. We are convinced that, once you've reviewed this material, you will agree that a relationship with WOW! will fulfill every need and exceed all expectations.

Please realize that, in entering into a relationship with WOW!, you will become a part of one of the most technologically advanced fiber optic networks in the area, and you will receive a level of personalized customer service that is unique in the industry. You will have unprecedented access to your own personal team of engineers, 24 hours a day, seven days a week. Your team will consist of an account manager, a telephone engineer and a data engineer. If the need arises, one phone call will alert your team and result in immediate response and a quick resolution to any discrepancies.

We realize that communications technologies are some of the most important tools that allow Prospect Heights School District 23 to perform business functions on a daily basis. We also know that we must earn your trust through providing consistently reliable connections allowing for a constant, uninterrupted flow of communication and information. Please feel confident in placing your trust in WOW! We will not only earn it, we will maintain it to the ultimate degree with our dependable, state-of-the-art communications network, and our unmatched customer service.

Again, thank you for allowing WOW! Business Solutions the opportunity to be your communications services provider. We hope you will allow us to earn your trust and will join us in a long-term, mutually beneficial relationship. Please review the following information packet that details our service delivery methods as well as our emphasis on service and reliability. Once you have reviewed the packet please feel free to contact us with any questions you may have.

Thank you,

DocuSigned by:  
  
1C06221EF6064F5...

WOW! Business Solutions

Kelly Locke, Strategic Account Executive

[Kelly.locke@wowinc.com](mailto:Kelly.locke@wowinc.com)  
517-319-3115

## **WOW! Company Overview**

WOW! is proud to serve a number of communities in the Midwest and Southeast. We started out in 1996 delivering cable TV service in Illinois, Michigan, Ohio and Indiana, and have since added the services that our customers need. Today we offer Ethernet, digital cable, HDTV, DVRs, high-speed Internet, and local and long-distance phone service. In 2012, WOW! acquired Knology, Inc. and began serving customers in Tennessee, Alabama, Georgia, South Carolina, Florida, Kansas, South Dakota, Minnesota and Iowa. We continue to listen to our customers and have plans to offer more exciting services in the future.

WOW! is privately owned by Avista Capital Partners and Crestview Capital. With corporate offices in Denver, WOW! has assembled a diverse and experienced management team. This team and all WOW! employees share a passion for doing things right and delighting our customers with friendly, quality service and affordable prices. Together, we are focused on building a culture at WOW! that is founded on five core values. These values are at the heart of what drives us to do our best for all of our customers.

The most important factors for Prospect Heights School District 23 to consider when choosing communication services are Service, Reliability, and Price. These are the facets that define “value”. WOW! provides service throughout the Midwest and Southeastern United States. We have been providing mission critical communication services to our business customers throughout our markets for over 10 years. Thanks to the support of our customers and the efforts of our team members, WOW! recently received J.D. Power Award recognition for best phone, Internet and cable company—we take servicing all of our customers very seriously.

WOW! has consistently provided the best “value” in communications services to not only the neighboring businesses, but as well, numerous Enterprise level companies with absolute critical reliability needs. Other provider’s twisted pair copper technology can not provide the level of reliability and service inherent in the fiber solution being proposed by WOW!.

### **We encourage you to also consider the following WOW! Business Solutions advantages:**

- Flexibility: WOW! is able to provide the most robust solution that addresses Prospect Heights School District 23 needs for reliability/redundancy.
- WOW! Platinum Service Team for immediate access to your professional support team.
- Value: WOW offers all of the above with very competitive pricing.

## Financial Stability

### **Full financial statements are available for review upon request**

WideOpenWest Networks (WOW) offers voice, data, and video services in 13 states in the upper Midwest, Midwest, and Southeast regions of the U.S. WOW's network reaches over 2.8 million consumer and business customers. With over \$1Billion in annual revenues, WOW is among the top 10 broadband providers in the U.S.

WOW's path to the top 10 is actually a tale of two companies combining to become one of the premier broadband operators in the industry. WOW began operations in 2001, when it acquired the video assets of Ameritech in Ohio, Michigan, Indiana, and Illinois. WOW's executive team launched the company with the expectation of delivering a customer experience that lived up to its name, WOW! This meant delivering the highest quality video, voice, and data services with unparalleled service. WOW has executed this mission to great acclaim, steadily gaining customers, revenues, and 17 JD Power and Associates Service Awards in 12 years. Consumer Reports also named WOW the #1 cable and internet provider three years in a row, in 2009, 2010, 2011, and most recently in 2012. In 2011, WOW's revenues exceeded \$600M.

At the same time that WOW entered the market in 2001, Knology was another broadband provider on the rise, delivering video, data, and voice services throughout the southeast. Knology was formed as Interstate Valley Telephone Company (IVT) in 1896 to provide local telephone service to rural, western Georgia. A century later, IVT's investors took advantage of increasing deregulation in the communications industry and launched a number of broadband, long haul fiber, wireless, and Internet companies. These included such marque companies as Knology, DeltaCom, Intercall, Mindspring, and Powertel. IVT ultimately sold many of these companies and used the profits to build Knology's expansive broadband network and acquire more properties. In 2003, Knology became publicly traded. Shortly thereafter, as IVT celebrated its 110<sup>th</sup> year of continuous service, the Knology board elected to roll the original ILEC telephone operations into Knology. By 2011, Knology's annual revenues reached nearly \$500M.

In 2012, WOW and Knology merged to create one of the most unique service providers in the industry. With both company's networks rooted in over 100 years of ILEC telephone operations, the combined company is able to offer consumer, commercial, and wholesale services across one of the most stable, robust, and carrier-class networks in the nation. At the same time, the combined company brings all of the flexibility, innovation, and service that customers demand from today's 21<sup>st</sup> century broadband providers.

In 2013 WOW! acquired the Columbus, OH data center, cloud, and fiber assets of cloud service provider Bluemile. This acquisition marks WOW!'s entry into the cloud

# PROPOSAL OF SERVICES



infrastructure space and significantly added to the company's data center portfolio. It enabled WOW! to offer enhanced data center services such as disaster recovery, cloud backup, managed security, and cloud computing to small and enterprise businesses across the company's footprint.

In 2014 WOW! added the Anne Arundel County, MD service area to its footprint through a majority ownership interest in Broadstripe. Broadstripe is a Millersville-based cable operator that had been servicing the local residential market for more than 20 years. WOW! has become the operator of business services in this market while Broadstripe will continue to serve residential customers. This presents WOW! with market opportunity in a key strategic state for the company. WOW! will be offering SMB, enterprise, telecommunication carries, and government customers a variety of communications and cloud services delivered over the 200+ mile coaxial and fiber-optic network.

In 2015 WOW! received a \$125 million investment from New York-based private-equity firm Crestview Partners. Crestview also received a stake in that deal which values WOW! at nearly \$4 billion. WOW!'s annual revenues that year were \$1.2 billion.

In 2017 WOW! launched its IPO. WOW! shares are now trading on the New York Stock Exchange.

## **WOW! Network Advantage**

WOW! operates more than 40,000 miles of local and carrier-neutral network that is delivered on our own privately-owned network. With network interfaces in major markets, multiple peering points and a high capacity backbone, you can depend on WOW! for reliable connectivity and extreme availability

## **Flexibility**

- WOW! is able to offer custom tailored products to fit your current and future business needs such as:
  - Ethernet
  - PRI and SIP Services
  - Cloud Services
  - Internet Services
  - Hosted Voice Services
- Optical Network Solutions:
  - Offers you the ability to have multiple locations communicate with each other using a pure Ethernet solution over optical transport that connects your LANs within the same metropolitan area while supporting your many different types of business applications.
  - WOW! provides you with scalable optical service. This service provides flexible bandwidth options, from 1Mbps to 100 Gbs, to help you meet your growing Ethernet application needs.
  - WOW!'s Optical Network supports many transport data and WOW! utilizes physical and virtual connections to satisfy your specific business needs.

## Technical Support

### Prospect Heights School District 23 Service Designation

The WOW! Business Solutions team consists of experienced professionals that will be dedicated to Prospect Heights School District 23's needs. These professionals are located in the Illinois offices. The team consists of Business Solution Advocates, Sales Engineers, Commercial Technicians, Switch Engineers and Technical Specialists.

Prospect Heights School District 23 has received designation as a WOW! Platinum Client. Platinum Clients are given direct access to our Network Operations Center for technical issues. They are also given a technical escalation list which includes the telephone numbers for senior management.

Our Commercial Business Support Center, located in Colorado, is available to provide additional technical and billing support. This ensures Prospect Heights School District 23 is always dealing with a knowledgeable support team member that knows your business.

The Commercial Business Support Center is separate from the Residential Call Center due to the unique and priority needs of Commercial Clients.

#### Local Illinois Account Team

- Kelly Locke                      Strategic Account Executive, 517-319-3115
- Lawrence Brooks              Telephony and Data Sales Engineer, 630-453-2009
- Gary Grishkevich              Strategic Account Manager, 614-948-4644
- Gina Gasperini                 Mgr of Account Management, 630-803-9667

#### Platinum Preferred Service

- Direct access to the Network Operations Center via dedicated hotline
- Proactive network monitoring 24/7
- Technical escalation contact list to insure responsiveness

## E-Rate Support

WOW! Business has a successful history of working with schools and libraries the receive funding under the E-Rate program. WOW! Business provides services indicated in this proposal under the following SPIN:

SPIN: 143013277  
Service Provider Name: Sigecom, LLC  
Doing Business As: DBA WOW Business Solutions  
Authorized contacts:  
Bobby Ann McCollough  
Regulatory Compliance Administrator - USAC  
Programs  
1241 O. G. Skinner Drive  
West Point, GA 31833  
706645-9771

Form 499 Filer: Yes  
SPAC Filed: 2003-2017

### **Examples of Illinois E-Rate filings for 143013277 in 2017:**

- PALOS COMM CONS SCH DIST 118
- PARK RDG COMM CONS SCH DIST 64
- PROSPECT HEIGHTS SCHOOL DISTRICT 23
- Nkrumah Academy
- Central Community Unit School District 301
- Mannheim School District 83



## **Solution overview:**

WOW! Business is proposing to provide 500 Mbps – 10 Gbps Dedicated Internet Access at ANNE SULLIVAN ELEM SCHOOL as well as 500 Mbps – 10 Gbps Ethernet service connecting 2 sites. The service is provided via existing WOW-owned fiber. This is a layer-2 Ethernet hand-off (fiber or coax). Proposed service delivery after July 1, 2019.

## **Serviceable sites (please see attached pricing sheet for details):**

- ANNE SULLIVAN ELEM SCHOOL
- 500 Mbps – 10 Gbps Dedicated Internet Access
- 500 Mbps Ethernet – 10 Gbps Ethernet
  
- DWIGHT D EISENHOWER ELEM SCHOOL
- 500 Mbps Ethernet – 10 Gbps Ethernet
  - Static IP options (1) \$14.99 / month
  - \$21.99 Static IP (5 Usable)
  - \$40.99 Static IP (13)
  - \$74.99 Static IP (29)
  - \$149.99 Static IP (61)

## References

### Reference 1

Customer Name

Contact Name

Contact Address

Contact Telephone Number

Contact E-mail

Installation Date of Comparative System

Description of Comparative Systems – include information on number of locations, time frame of completion, applications implemented, etc.

**Park Ridge Community School  
District #64**

**Park Ridge Community School  
District #64**

Gorman Christian

164 S PROSPECT AVE, PARK  
RIDGE, IL 60068

(847) 318-4244

[gchristian@d64.org](mailto:gchristian@d64.org)

7-28-16

Dedicated Internet Access (1  
Gbps) delivered over WOW-  
owned fiber to 8101 N  
Cumberland AVE.

### Reference 2

Customer Name

Contact Name

Contact Address

Contact Telephone Number

Contact E-mail

Installation Date of Comparative System

Description of Comparative Systems – include information on number of locations, time frame of completion, applications implemented, etc.

**Prospect Heights School  
District #23**

**Prospect Heights School  
District #23**

Yianni Bertso

700 N. Schoenbeck Road,  
Prospect Heights, IL 60070

[847-870-5557](tel:847-870-5557)

[ybertsos@d23.org](mailto:ybertsos@d23.org)

7-30-2014

2 Locations constructed over  
WOW-owned fiber. 1000Mbps  
Dedicated Internet delivered to  
700 N Schoenbeck and 500M  
Metro Ethernet private line to  
Eisenhower1 N Schoenbeck.

# PROPOSAL OF SERVICES

## **Reference 3**

Customer Name

Contact Name

Contact Address

Contact Telephone Number

Contact E-mail

Installation Date of Comparative System

Description of Comparative Systems – include information on number of locations, time frame of completion, applications implemented, etc.

## **Palos Park School District 118**

Palos Park School District 118

Scott Fox

8800 W 119th St, Palos Park, IL  
60464

(708) 448-4800

sfox@palos118.org

7-29-16

300 Mbps Dedicated Internet access delivered via WOW-owned fiber to 12700 S. 104<sup>th</sup> Ave.

## **Reference 4**

Customer Name

Contact Name

Contact Address

Contact Telephone Number

Contact E-mail

Installation Date of Comparative System

Description of Comparative Systems – include information on number of locations, time frame of completion, applications implemented, etc.

## **Central Community Unit School District 301**

**Central Community Unit  
School District 301**

Brian Tobin

225 Nesler Rd., Elgin, IL 60124

847-464-6005

brian.tobin@central301.net

1-6-2015

200 Mbps Dedicated Internet access delivered via WOW-owned fiber to 225 Nesler Rd.

## **Illinois Local Presence**

- **Local sales offices (Schaumburg and Naperville)**
  - Additional technical offices and multiple WOW-owned head-end locations across the Chicago area
- **Local Network Operations Center in Naperville**
- **Local Support:**
  - This account will also have a dedicated Account Manager, Gary Grishkevich assigned to it. He will assist and escalate any trouble tickets, billing issues as necessary. The Manager of Account Management, Gina Gasperini is also available as an escalation contact. Gina and the commercial team (including Sales Engineers and executive management) are located at Schaumburg (1699 E Woodfield Rd., Schaumburg, IL 60172).
- **Experience**
  - WOW has a significant commercial customer base, including school districts, government, higher education and healthcare. WOW is also in the process of a multi-year project for a major carrier, deploying over 1,000 dark fiber sites in Chicago.
  - WOW already serves many residential and commercial customers in Oak Forest today via our existing network. These sites include critical city departments and commercial businesses.

# PROPOSAL OF SERVICES

## Support

- For the fiber side, WOW has 21 System Technicians in 4 Chicago-area offices that rotate on a weekly 24 hour on-call schedule as well as 4 dedicated fiber technicians who are all on 24 hour on-call status. WOW also has 4 fiber support contract companies we use for installation and restoration if needed.
- For “lit” services, these customers are supported by advanced technicians that support business customers only. The primary NOC for WOW is located in Naperville.
- Accounts are supported by a local presence. WOW has the spare equipment in market and manpower and trucks to respond quickly to any network issues.



# PROPOSAL OF SERVICES

## Proposal Summary

Thank you again for allowing us the opportunity to review Prospect Heights School District 23's total communications services. Be assured that we will do everything within our power to exceed your expectations.

To reiterate, once you have decided to partner with WOW!, you will have access to a team of specialists whose sole purpose is to serve your needs in a timely and efficient manner.

After you have reviewed this material should you have any questions or require further clarification please feel free to call me with any questions.

We look forward building upon our partnership and to serving your total communications requirements in the near future.

Sincerely,

DocuSigned by:  
  
1C06221EF6064F5...

Kelly Locke

Strategic Account Executive  
[Kelly.locke@wowinc.com](mailto:Kelly.locke@wowinc.com)  
517-319-3115

### BUSINESS SERVICE ORDER

**BUSINESS:** Prospect Heights School Dist 23      **Phone:** (847) 870-5555

**Date:** 1/29/2019

**CONTACT:**

**Fed Tax ID:**

**Quote #:** OPP-575582

**PHYSICAL ADDRESS**

700 North Schoenbeck Road  
Prospect Heights IL 60070

**BILLING ADDRESS**

700 North Schoenbeck Road  
Prospect Heights IL 60070

**CONTRACT TERM**

36 month(s)

**SALES REP**

Kelly Locke  
517-319-3115  
kelly.locke@wowinc.com

| Product  | Line Description                     | New/<br>Existing | Qty | Sales Price | Install Fees   | Monthly Charges                 |
|--|--------------------------------------|------------------|-----|-------------|----------------|---------------------------------|
| <b>Data</b>  |                                      |                  |     |             |                |                                 |
| Static IP (13)   | Static IP (13 Usable)                | Renewal          | 1   | \$40.99     | \$0.00         | \$40.99                         |
| Static IP (1)  | Static IP (1 Usable)                 | Renewal          | 1   | \$14.99     | \$0.00         | \$14.99                         |
| DIA - 500Mbps  | Dedicated Internet Access - 500Mbps  | Downgrade        | 1   | \$1,168.80  | \$0.00         | \$1,168.80                      |
| DIA Installation (100Mbps+)                                | DIA Installation Charge for 100Mbps+ | Downgrade        | 1   | \$0.00      | \$0.00         | \$0.00                          |
| Ethernet - 500Mbps   | Ethernet Connection - 500Mbps        | Renewal          | 2   | \$400.00    | \$0.00         | \$800.00                        |
| Ethernet Installation                                      | Ethernet Installation Charge         | Renewal          | 2   | \$0.00      | \$0.00         | \$0.00                          |
| <b>Total:</b>  |                                      |                  |     |             | <b>\$ 0.00</b> | <b>\$ 2,024.78</b>              |
| <b>*Pricing subject to approval after internal review*</b> |                                      |                  |     |             | <b>Total:</b>  | <b>\$ 0.00      \$ 2,024.78</b> |

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

\_\_\_\_\_ (Initials)

I, .. have requested to Downgrade the services listed above regarding Account# 14047166 on . I understand that WOW! will continue to charge me at my contracted agreed rates until the 60 or 30 (whichever is applicable) day notice is up and the Disconnect is implemented by WOW!. Additionally, there is an early termination fee associated with my account in the amount of \$ 0.00 that will be charged on my final invoice from WOW!. I understand that WOW! Equipment must be returned within 30 days of the Downgrade or I will be subject to additional fees in accordance with the equipment cost.

\_\_\_\_\_ **Signature**

\_\_\_\_\_ **Date**

## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

**3. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**4. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**5. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**6. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

**7. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**8. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply



during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**9. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**10. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**11. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**12. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

**13. Satisfaction Guarantee for High Speed Internet Services.** If you are not satisfied with WOW!'s High Speed Internet Service and/or High Speed Internet Service bundled with Business Phone and/or Video for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect/downgrade your High Speed Internet services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

**IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.**  
WOW! INTERNET, CABLE AND PHONE

CUSTOMER

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

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

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

Date: \_\_\_\_\_

Service Address: 700 North Schoenbeck Road Prospect Heights IL 60070

Phone: (847) 870-5555

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

Date: \_\_\_\_\_

Print Name: Kelly Locke

Title: SAE

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.





Whether you need a single point connection or to reach a distributed network, WOW! delivers the services and options you need to keep your applications running and users satisfied. Choose WOW! to extend your network, add capacity or replace legacy technology with an SLA-backed solution that makes both your network systems and IT team run smoothly. With WOW! Ethernet you get:

**Scalability** – Increase bandwidth from 5Mbps to 10Gbps to meet your needs without impacting your day to day operation

**Response Management** – Stay on top of network activity with insight into network performance and access to our Tier 3 customer support team.

**Locally Owned Network** – Local services are delivered on WOW's owned network, assuring better network visibility, issue resolution, and less down time in addition to ILEC diversity options.

**Network Reliability** – Built on state of the art MPLS network platform and strong industry SLAs.

## WOW! Business Ethernet

Powerful. Flexible. Dependable.

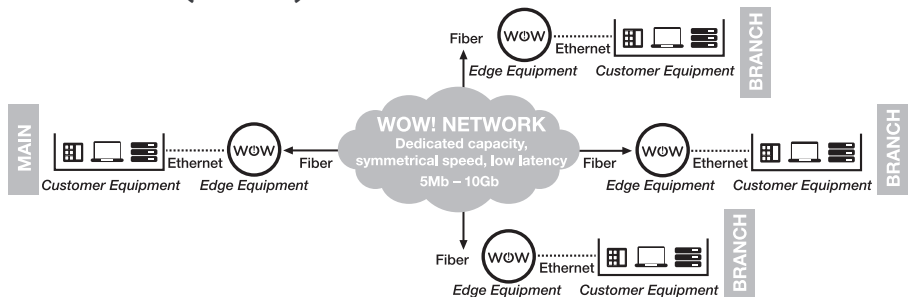
When bandwidth and performance are important, an Ethernet connection from WOW! keeps your business running. WOW! Ethernet provides the connectivity your network needs with the assurance of solid network management.

### Point-to-Point (E-Line)



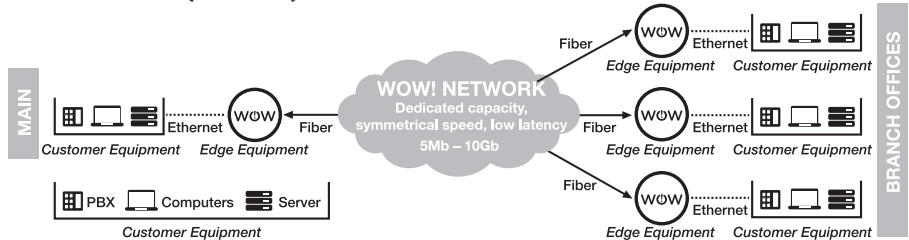
Receive a connection between two locations so your critical data can be shared quickly and securely. With our secure fiber optic network, you are ensured a stable, reliable connection.

### Multi-Point (E-LAN)



Create a private network to connect all of your business locations to each other. Regardless of how many locations you have or how complex your needs are, our multi-location options remove barriers of geography, bringing your offices together to form a single business.

### Multi-Point (E-Tree)



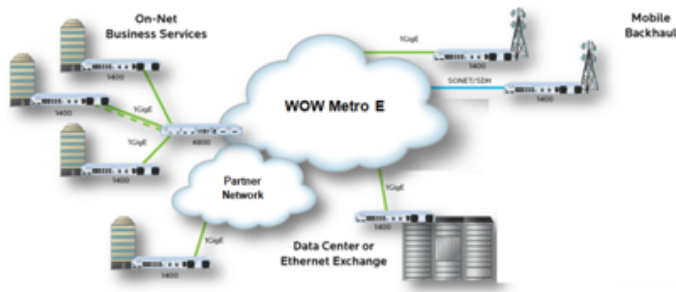
Our fully scalable network allows you to connect your headquarter location with your remote locations based on a single to multi-point configurations. Our Classes of Service allow for priority routing to meet your application demands and business requirements.

# Ethernet Services Technical Description

## Overall Description:

WOW! Ethernet Service enables customers to connect physically distributed locations across a Metropolitan Area Network (MAN), within a state or across state lines into other WOW! markets where services are available. The service provides VLAN and CoS transparency enabling customers to implement their own VLANs without any coordination with WOW! The service is offered with 5Mbps, 10 Mbps, 100 Mbps or 1 Gbps Ethernet User-to-Network Interfaces (UNI) and is available in increments from 10Mbps to 1Gbps with 1 Gbps and 10 Gbps ENNI's available.

The WOW! Ethernet Network Service is MEF Compliant.



## Section 1: Technical Specifications

**1.1 Ethernet User-to-Network Interface.** The service provides bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface (UNI). Table 1 lists the available UNI physical interfaces, their associated Committed Information Rate (CIR) bandwidth increments and the Committed Burst Sizes (CBS).

**Table 1: Available UNI interface types and CBS values for different CIR Increments**

| UNI Speed | UNI Physical Interface  | CIR Increments | CBS (bytes) |
|-----------|-------------------------|----------------|-------------|
| 10 Mbps   | 10BaseT                 | 10 Mbps        | 250,000     |
| 100 Mbps  | 100BaseT                | 10 Mbps        | 250,000     |
| 1 Gbps    | 1000BaseT or 1000BaseSX | 100 Mbps       | 2,500,000   |

**1.2 Maximum number of UNIs.** The service supports up to (10) UNIs. Additional UNIs are considered on an Individual Case Basis (ICB).

**1.3 Class of Service Option.** WOW! Ethernet provides support for a single Class of Service (CoS) and support for Class of Service preservation per UNI.

**Table 2: Class of Service Performance Objectives**

| Performance Objectives | Class of Service (CoS) |
|------------------------|------------------------|
| Latency (one way)      | <15ms                  |
| Jitter                 | <4ms                   |
| Packet Loss            | <1%                    |
| Network Availability   | 99.9%                  |

**1.4 CoS Identification and Marking** WOW! shall pass all 802.1p markings received at the UNI and ENNI. Class of Service (CoS) preservation is supported and available on an individual case basis (ICB). Today WOW! provides one (1) class of service. In the future, we will provide four (4) classes of service queues.

**1.5 Traffic Management.** The WOW! network traffic-policing policies restrict traffic flows to the subscribed CIR for each service class. If the customer transmitted bandwidth rate for any CoS exceeds the subscription rate (CIR) and burst size (CBS), WOW! shall discard this traffic. For packets marked with a non-conformant CoS marking, the service will transmit them using the best effort service class without altering the customer's CoS markings.

**1.6 MAC Addresses.** WOW! supports up to 250 MAC addresses per UNI and up to 2500 MAC addresses per Ethernet Domain.

**1.7 Maximum Frame Size.** The service supports a Maximum Transmission Unit (MTU) packet size of 2000 bytes on the CALIX (742 GE, 762GX and 763GX-R) to support untagged or 802.1Q tagged packet sizes. Alcatel-Lucent devices (7210 SAS-M non-10G Equipment and the 7210 SAS\_M 10G Equipment) supports jumbo frame sizes up to 9000 bytes. This can be requested on an Individual Case Basis (ICB).

**1.8 VLAN Tag Preservation.** The service supports IEEE 802.1Q VLAN-tagged customer packets. All customer VLAN IDs and priority code points (IEEE 802.1p) for CoS are transmitted and received unaltered by the service. Untagged packets are mapped to the native VLAN specified by customer. Customer may configure their own VLANs on their customer owned Customer Premise Equipment (CPE) without coordination with WOW! WOW! may reserve one VLAN for network management purposes.

**1.9 Ethernet Service Frame Dispositions.** Different types of Ethernet frames are processed differently by the service. Frames may pass unconditionally through the network or may be limited as in the case of broadcast, unknown unicast and multicast frames to ensure acceptable service performance. Unicast frames are delivered unconditionally. Multicast and broadcast are delivered conditionally.

**1.10 Online Reporting.** WOW! shall provide an innovative web 2.0 application that brings flexible and simplified management of operational and customer reporting. This tool enables a proactive performance-based approach to operational management of next generation services complimenting traditional but reactive fault-based systems while enabling service providers to focus on real time customer experience issues. The application sits across the WOW! Alcatel-Lucent and CALIX network, server and application reporting solutions and leverages the WOW! platform.

## Section 2. Monitoring, Technical Support and Maintenance

**2.1 Network Monitoring.** WOW! shall monitor all WOW! Services purchased by a Customer on a 24x7x365 basis.

**2.2 Technical Support.** WOW! shall provide Customer with a toll-free trouble reporting telephone number to the Business NOC that operates on a 24x7x365 basis. The d WOW! Wholesale team shall provide technical support to the Customer for service-related inquiries. Technical support will not offer consulting or advice on issues related to CPE not provided by WOW! 2.3 Escalation. Prior to installation, Customer shall receive an escalation list that outlines the different levels of support available. If Customer needs to escalate a trouble ticket, customers are to first contact our Wholesale Markets Support Specialist as identified on the escalation list. If the trouble is not rectified within the appropriate time frames, then Customer may contact a NOC Supervisor.

**2.3 Maintenance.** The WOW! standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between WOW! and Customer. WOW! shall provide Customer a minimum of five (5) days written notice for non-service impacting scheduled maintenance. WOW! provides a minimum of ten (10) days notice for service impacting planned maintenance. Emergency maintenance is performed as needed

## Section 3. Service Level Objectives

WOW!Wholesale provides Service Level Objectives for the service, including network availability and mean time to repair. The service objectives are measured monthly from the WOW! point of demarcation.

**3.1 Availability.** Availability is a measurement of the percentage of total time that the service is operational when measured over a 30 day period. Service is considered "inoperative when either the following occurs: (i) there is a total loss of signal for the service (ii) output signal presented to the customer by WOW! does not conform to the technical specifications in Section 1.

**3.3 Mean Time to Repair.** Mean Time to Repair (MTTR) Length Mean Time to Repair will be determined using the following formula:  $MTTR = (\text{Service Outage Time Hours} - \text{Scheduled Maintenance}) / \text{Outage Count}$  over a single calendar month.

## Section 4. Customer Responsibilities

WOW! shall provide Customer CPE for provisioning its /Services and the delivery of the UNI. WOW! shall retain ownership and management responsibility for this CPE. As a result, the CPE must only be used for delivering WOW! Services, unless the Customer is purchasing the Services as a wholesaler. Customers are required to shape their egress traffic to the contracted CIR.

**We will ask you for the following responsibilities related to the installation, support, and maintenance of the Service.**

**4.1** Our operating environment has temperatures of fifty-five (55) to eighty-five (85) degrees Fahrenheit. Humidity will not exceed beyond ninety (90) percent at eighty-five (85) degrees Fahrenheit.

**4.2** We ask that you provide access to one (1) standard, freestanding, equipment cabinet at your facilities which will be no further than fifty feet from your router or switch interface. This cabinet is to be in a secure place for sufficient access.

**4.3** We will need you to provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow WOW! the ability to rod/rope a fiber optic cable to the point of demarcation.

**4.4** Your help with locating and marking all private underground utilities (water, electric, etc.) along path of new underground placement not covered by utility companies would be great.

**4.5** If you would be able to obtain 'right-of-way' entry easement for WOW! Facilities and equipment from property owners at each customer location, that will be most helpful.

**4.6** Please provide access to the buildings and point of demarcation at each customer location to allow WOW! and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of the WOW! equipment and facilities.

**4.7** You will be responsible for coring of the building's outside wall and internal walls. Upon request, WOW! can perform this activity on an 'as needed' basis for an additional one-time fee.

**4.8** We ask that you provide UPS AC power equipment, circuit sizing to be determined, if applicable.

**4.9** Your help with providing, installing and maintaining a device that is capable of routing network traffic between the Service and the customer's Local Area Network (LAN) would be great.

**4.10** An emergency local generator backup service, if applicable, would be helpful to have if available.

**4.11** Please provide a technical point of contact (TPOC) for installation, service activation and any maintenance activities. This information must be inclusive of name, title, preferred method of communication (text message, phone call or email), phone number and email address.

## Section 5. Definitions

**5.1 Latency.** Latency, also known as frame delay, is defined as the maximum delay measured one way for a portion of the successfully delivered frames over a time interval. Latency is calculated by averaging sample measurements taken during a calendar month between Hub Routers.

$$\frac{\sum (\text{One Way Delay for Hub to Hub route})}{(\text{Total Number of Hubs})} = \text{Latency}$$

**5.2 Jitter.** 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 time interval

**5.3 Packet Loss.** Packet Loss, also known as Frame Loss, is the difference between the number of service frame transmitted at the ingress UNI and the total number of service frames received at the egress UNI.

## Ethernet Services Service Level Agreement (SLA) and Addendum to the MSA

The purpose of our Service Level Agreements (SLAs) is to set appropriate expectations for our Customers. By setting expectations, our primary goal is to provide our Customers with an exceptional WOW! experience. This document is intended to help with that process. The following product is supported with this SLA:

### 1. Ethernet Services

WOW!'s Ethernet Services are summarized below (EVC types) and are designed and delivered in accordance with Metro Ethernet Forum (MEF) specifications.

1. EPL: Port-based service with a single service (EVC) between two dedicated physical connections (UNIs) providing private point-to-point Ethernet transport connectivity.
2. EVPL: Private point-to-point or point-to-multipoint Ethernet transport solution, allowing for multiple services (EVCs) to be multiplexed over a single physical connection (UNI).
3. EP-LAN: Private, transparent multipoint-to-multipoint Ethernet LAN solution providing for a single service (EVC) between two or more physical connections (UNIs).
4. EVP-LAN: Private multipoint-to-multipoint Ethernet LAN solution, allowing for multiple (services) EVCs to be multiplexed and mapped between two or more UNIs.
5. EP-Tree: Private root-to-leaf Ethernet solution where each physical connection (UNI) is dedicated to a single EP-Tree service (EVC).
6. EVP-Tree: Private root-to-leaf Ethernet solutions where each physical connection (UNI) supports multiple services (EVCs).

#### **EVC Options**

1. QoS for each EVC can be ordered from one of four Classes of Service
  - Best Effort
  - Priority Class MEF L-QoS
  - Business Class MEF M-QoS
  - Real-Time MEF H-QoS
2. A single Class of Service (CoS) parameter is allowed for each EVC. All ingress traffic to WOW!'s network will be treated as one type of Class of Service per EVC.
3. Traffic within the Committed Information Rate (CIR) profile is sent appropriately across WOW!'s network in adherence to the Class of Service parameter chosen and the associated EVC Service Level Objectives outlined below. Traffic on ingress exceeding these CIR profiles is subject to discard.
  - Customers will be solely responsible for managing the bandwidth subscribed on a UNI/ENNI provided by WOW!. Any Service Outage determined to be the result of a customer's oversubscription of bandwidth greater than the capacity of the EVC, access method or UNI/ENNI will not be subject to the Credit Allowances in this agreement.

#### **Access Options**

WOW! offers the following access types within its Ethernet Services portfolio:

1. Switched Ethernet over Fiber (EoF)
2. GPON
3. EoHFC (HFC-Based Ethernet)
  - a. Note that only Best Effort and Priority EVC options are available with EoHFC

## 2. Service Level Objectives (SLOs)

The applicable Service Level Objective for a Service (EVC) will be the lesser of the Service Level Objectives for its component parts. This affects EVCs interconnected between two different access mediums and applies to Availability, Inter-Frame Delay Variation, Frame Delivery Ratio and Latency.

### 2.0 SLOs - Fiber Based Ethernet Services

WOW! Business Ethernet Services will be measured on the basis of Network and EVC Availability, Latency, Loss, Frame Delay and Mean Time to Repair (MTTR). WOW! Business provides coverage of service 24/7/365. The following table details SLAs for on-net EoF and GPON services.

|  |                     | Ethernet Services,<br>per EVC + Internet | Ethernet Services,<br>per EVC | Ethernet Services,<br>per EVC | Ethernet Services,<br>per EVC (Real-time)                                    |
|--|---------------------|--|-------------------------------|-------------------------------|--|
| SLO  |                     | Best Effort                              | Priority Class QoS            | Business Class QoS            | Real Time QoS + Dual Entrances + Redundant WAN Paths (Fiber Ring Topologies) |
| MEF Compliant Designation  |                     | N/A                                      | L                             | M                             | H  |
| WOW! PCP Value**   |                     | 2  | 3                             | 4                             | 4  |
| WOW! IPP/AF/DSCP/TOS PHB Value**                                     |                     | 2/CS2/16/64                              | 3/CS3/24/96                   | 4/CS4/32/128                  | 4/CS4/32/128   |
| MTTR (Hrs)   |                     | 4  | 4                             | 4                             | 4  |
| Availability (%)   |                     | 99.99                                    | 99.99                         | 99.99                         | 99.999   |
| Inter-Frame Delay Variation (AKA IFDV or Jitter) (ms)                |                     | N/A                                      | N/A                           | 2                             | 2  |
| Frame Delivery Ratio (FDR) (%)                                       |                     | N/A                                      | 99.9                          | 99.99                         | 99.99  |
| <b>MFD* (ms) Latency (1-Way) ) (MEF Requirements in Parenthesis)</b> |                     |  |                               |                               |  |
| Any Single Market (Metro)  | <250km (155 Miles)  | N/A                                      | 20 (28)                       | 13 (13)                       | 7 (7)  |
| Regional Interconnect  | <1200km (746 Miles) | N/A                                      | 50 (50)                       | 30 (30)                       | 18 (18)  |
| <b>MFD* (ms) Latency (1-Way) - Distance Bands</b>                    |                     |  |                               |                               |  |
| Miles  | km                  |  |                               |                               |  |
| 0 – 25   | 40                  | N/A                                      | 6                             | 5                             | 3  |
| 25 – 100   | 40 - 161            | N/A                                      | 12                            | 10                            | 6  |
| 100 – 250  | 161 - 402           | N/A                                      | 22                            | 14                            | 8  |
| 250 – 500  | 402 - 805           | N/A                                      | 27                            | 15                            | 12   |

\*MFD (Mean Frame Delay) – Defined as one-way delay, per MEF 23.1 Carrier Ethernet Class of Service – Phase 2, sections 6.7.1 and 6.7.2, Frame Delay Performance.

\*\*Subject to change.

If at test and turn-up the Ethernet Service exceeds the Single Market or Regional Interconnect latency objectives in the table above, then one of the following actions must be executed.

1. Cancel the order.
2. Install and configure the serviceable UNI of interest so that it is within the Single Market or Regional Interconnect mileage band from the endpoint UNI or ENNI.

Once the circuit is within specification at test and turn-up and has been accepted by the customer normal SLA credit schedules would apply.

## 2.1 SLOs – HFC-Based Ethernet Services

WOW! Ethernet Services over HFC will be measured on the basis of Network and EVC Availability, Latency, Frame Delivery and Mean Time to Repair (MTTR). WOW! Business provides coverage of service 24/7/365. Serviceable EoHFC UNI locations must be within 300 miles of an endpoint Ethernet service UNI or ENNI.

The following table details SLOs for on-net EoHFC.

|  |                       | Ethernet Services over HFC,<br>per EVC |                    |
|--|-----------------------|--|--------------------|
| SLO  |                       | Best Effort                            | Priority Class QoS |
| MEF Compliant Designation  |                       | N/A                                    | L                  |
| WOW! PCP Value**   |                       | 2                                      | 3                  |
| WOW! IPP/AF/DSCP/TOS<br>PHB Value**                                |                       | 2/CS2/16/64                            | 3/CS3/24/96        |
| MTTR (Hrs)   |                       | 4                                      | 4                  |
| Availability (%)   |                       | 99.95                                  | 99.95              |
| Inter-Frame Delay<br>Variation (AKA IFDV or<br>Jitter) (ms)        |                       | N/A                                    | N/A                |
| Frame Delivery Ratio (FDR)<br>(%)                                  |                       | N/A                                    | 99.9               |
| <b>MFD* (ms) Latency (1-Way) (MEF Requirements in Parenthesis)</b> |                       |  |                    |
| Any Single<br>Market<br>(Metro)                                    | <250km<br>(155 Miles) | N/A                                    | 20 (28)            |
| UNI to<br>UNI/ENNI   | <482km<br>(300 Miles) | N/A                                    | 40 (50)            |

\*MFD (Mean Frame Delay) – Defined as one-way delay, per MEF 23.1 Carrier Ethernet Class of Service – Phase 2, sections 6.7.1 and 6.7.2, Frame Delay Performance.

\*\*Subject to change.

If at test and turn-up the Ethernet Service over HFC exceeds the Single Market or the UNI to UNI/ENNI latency objectives in the table above, then one of the following actions must be executed.

1. Cancel the order.
2. Install and configure the serviceable UNI of interest so that it is within the Single Market or Regional Interconnect mileage band from the endpoint UNI or ENNI.

Once the circuit is within specification at test and turn-up and has been accepted by the customer normal SLA credit schedules would apply.



### 3. Service Level Objective Definitions

Performance Monitoring Measurements are taken once every minute and captured every 15 minutes.

#### Network Availability

**Definition.** WOW!'s Fiber network is architected for 99.99% network availability while the EoHFC network is architected for 99.95% network availability and is based on the number of minutes in any given month.

The total number of minutes during which service on that circuit is available for use by Customer (able to transmit data), divided by the total number of minutes in the calendar month. The availability shall be calculated as follows:

$$\text{Availability} = \frac{(24 \text{ hours} \times 60 \text{ minutes} \times N \text{ days}) - \text{Unscheduled Circuit outage time (minutes)}}{(24 \text{ hours} \times 60 \text{ minutes} \times N \text{ days})}$$

"Network Unavailability" will not include Scheduled Maintenance, or any unavailability resulting from (a) Customer's applications or equipment, (b) acts or omissions of Customer or user of the Service authorized by Customer or (c) Force Majeure (see below).

#### Latency

**Definition.** Latency is defined as the time it takes for service frames to be successfully delivered from the near-end demarcation UNI to the far-end demarcation UNI or ENNI. For SLO purposes, the Mean Frame Delay (MFD) measurement is used, as opposed to the minimum, maximum or average delay of successfully transmitted frames between two service (EVC) end points.

#### Frame Delivery Ratio (FDR)

**Definition.** WOW!'s Frame Delivery Ratio (FDR) is defined as the ratio (in percentage) of frames delivered vs the total number of frames transmitted between the near-end premise demarcation UNI to the far-end demarcation UNI or ENNI.

#### Inter-Frame Delay Variation

**Definition.** Inter-Frame Delay Variation, also known as Jitter, is defined as the delay variations between successfully transmitted frames from the near-end demarcation UNI to the far-end demarcation UNI or ENNI.

#### Mean Time to Repair (MTTR)

**Definition.** MTTR is the time required to repair service to an operational condition and applies to a service that is not active or that is experiencing consistent service degradation. The MTTR SLO is four (4) hours for electronic failure and eight (8) hours for outages caused by fiber cuts.

MTTR measurements are from the time a customer reports an issue and opens up a trouble-ticket until the time WOW! restores service.

The MTTR SLO is not subject to outages caused by customer equipment failure nor is it subject to connections beyond the WOW! demarcation to the customer.

#### On-Net Buildings – Fiber based Ethernet Services

**Definition.** WOW! On-Net buildings are considered to be on the WOW!'s network (On-Net) for the purposes of delivering EoF and GPON services.

#### Serviceability – EoHFC Services

**Definition.** Serviceable locations are defined to be those locations that can be served via coaxial cable plant and that do not require construction.

## 4. Ordering, Installation Intervals, Service Activation Testing and Billing

### Order Acceptance and FOC

Upon order receipt, FOC and service installation communication for all Ethernet services will be with either the customer and/or customer's end-user.

### Standard Installation Intervals

The target installation interval to provide Ethernet services to On-Net and Serviceable locations will be thirty (30) business days from order acceptance.

### Services Requiring a Network Build

The target installation interval for all Ethernet services requiring a construction build will be agreed upon by all parties on an individual case basis.

### Expedite Fees

WOW! will consider all requests for expedited services on an individual case basis and each service expedited at the request of customer will incur a one-time fee of no less than \$500.00. The one-time fee for expedited service may be more, depending on circumstances.

### Service Activation Testing

Ethernet service activation testing will be conducted in accordance with MEF standards to ensure proper operation of the Ethernet service at the time of installation. Testing birth certificates will be provided to the customer and will serve as the baseline for the service's performance at test and turn-up.

### Billing

EoHFC: Billing is automatic and begins once the service has been tested and turned up on-site by WOW! technicians.  
EoF: Billing begins once the service has been provisioned, tested and turned over to the customer.

**5. Credits**

To receive credit for SLO non-compliance, customers must request credit within 30 calendar days from the date of the non-compliance.

Service Level Objective compliance will be measured by looking at the lesser of the Service Level Objectives for its component parts. This affects EVCs interconnected between two different access mediums and applies to Availability, Inter-Frame Delay Variation, Frame Delivery Ratio and Latency.

The time that elapses due to non-responsiveness from customer, or inability to access customer site for purpose of repairing the service, will be deducted from trouble ticket timelines when used in the calculation of SLO performance;

**5.1 Service Outage Credits (Network Availability)**

| CREDIT ALLOWANCES              |                          |  |           |
|--------------------------------|--------------------------|--|-----------|
| Service                        | Length of Service Outage | Credit   |           |
| Service<br>(Ethernet Services) | Outage                   | Five (5) minutes or less   | No Credit |
|                                |                          | Above No Credit length and less than four (4) hours                  | 5%        |
|                                |                          | Greater than four (4) hours and less than eight (8) hours            | 10%       |
|                                |                          | Greater than eight (8) hours and less than twelve (12) hours         | 15%       |
|                                |                          | Greater than twelve (12) hours and less than sixteen (16) hours      | 20%       |
|                                |                          | Greater than sixteen (16) hours and less than twenty-four (24) hours | 35%       |
|                                |                          | Greater than twenty-four (24) hours                                  | 50%       |

Ethernet services is defined as all on-net Ethernet over Fiber (EoF), PON, EoHFC Access, UNI and Ethernet Virtual Connections (EVCs).

## **5.2 Service Degradation Credits**

### 5.2.1 Fiber-Based Ethernet Services

If Fiber-Based Ethernet Services suffer from degradation and fail to meet the On-Net EVC Service Level Objectives for 1-way Frame Delay (Latency), Frame Delivery and Frame Delay Variation, Customer will be entitled to credits per the table below. Customer will not be entitled to service degradation credits if the Network Availability Service Level Objective was not met for the same incident.

| <b>CREDIT ALLOWANCES</b>              |  |   |
|---------------------------------------|--|---|
| <b>Service</b>                        | <b>Length of Service Degradation</b>                         | <b>Credit</b>                           |
| Fiber – Based Ethernet Services (EVC) | Fifteen (15) minutes or less                                 | No Credit                               |
|                                       | Greater than fifteen (15) minutes and less than one (1) hour | 5% of the MRC for the degraded service  |
|                                       | One (1) hour or more   | 10% of the MRC for the degraded service |

### 5.2.2 HFC-Based Ethernet Services

If HFC-Based Ethernet Services suffer from degradation and fail to meet the On-Net EVC Service Level Objectives for Frame Delivery, Customer will be entitled to credits per the table below. Customer will not be entitled to service degradation credits if the Network Availability Service Level Objective was not met for the same incident.

| <b>CREDIT ALLOWANCES</b>            |  |   |
|-------------------------------------|--|---|
| <b>Service</b>                      | <b>Length of Service Degradation</b>                         | <b>Credit</b>                           |
| HFC – Based Ethernet Services (EVC) | Fifteen (15) minutes or less                                 | No Credit                               |
|                                     | Greater than fifteen (15) minutes and less than one (1) hour | 5% of the MRC for the degraded service  |
|                                     | One (1) hour or more   | 10% of the MRC for the degraded service |

## 6. Service Credit Exceptions; Maximum Credits

Service credits will not be available in cases where the SLO is not met as a result of: (a) the negligence, acts, or omissions of customer, its employees, contractors, agents, or its end users, including, without limitation, customer failure to comply with the terms of the Service Exhibit; (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by WOW!; (c) circumstances or causes beyond the control of WOW!, including instances of Force Majeure; or (d) scheduled service maintenance, alteration, or implementation. In the event that customer is entitled to multiple credits under this SLA arising from the same event, such credits will not be cumulative and customer will be entitled to receive only the highest maximum single credit available for such event (e.g., customer will not be entitled to “double credits”). Credits are calculated as the percentage of monthly fees for the service(s) affected by the missed objective (“Affected Service”). Credits may not exceed 100% of the monthly fees for the Affected Service. A credit will be applied only to the month in which the event giving rise to the credit occurred. Customer’s remedies for any and all claims relating to the Service will be limited to those set forth in this SLA. If a Customer fails to notify WOW! in the manner set forth herein within thirty (30) days after the Service Outage with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. To be eligible for service credits, the Customer must be in good standing with WOW! and current in all of its obligations.

## 7. Epidemic Failure

A Service is considered to have Chronic Trouble if it experiences: (i) a single Service Outage in excess of twenty-four (24) hours, (ii) three (3) or more Service Outages in any thirty (30) consecutive day period, or (iii) five (5) or more Service Outages in any six (6) month period. Customer shall have the right to terminate the affected Service without penalty or further liability to WOW! provided that written notice of termination is provided to WOW! within thirty (30) calendar days of the event giving rise to the termination right under this Section. Customer shall be responsible for any and all charges incurred prior to the effective date of termination, less any applicable SLA credits. To qualify as a Service Outage under this paragraph, such Service Outage must be a Service Outage that would entitle Customer to credits under this Agreement. If Customer does not exercise its termination right within such thirty (30) day period, such right shall lapse with respect to that instance of Chronic Trouble and the number of Services Outages shall reset to zero for the purpose of this Section.

## 8. Force Majeure

Any delay in or failure of performance by WOW! Business Services will not be considered a breach of this SLA if and to the extent caused by events beyond its reasonable control, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, lockouts, work stoppages or other labor difficulties, riots, insurrection, wars, or other military action, acts of terrorism, civil disorders, rebellion, fires, floods, vandalism, or sabotage. WOW! Business Services’ obligations hereunder will be suspended to the extent caused by the force majeure so long as the force majeure continues.

## 9. Recurring Service Errors

If a service experiences recurring Service Unavailability or SLG failures, then upon Customer’s request, WOW! and Customer shall coordinate and cooperate to jointly provide the necessary personnel and equipment, at each party’s own cost, to promptly perform a root cause analysis to determine the cause of such recurring errors. Upon such joint determination, WOW! shall provide Customer with a written action to be taken by WOW! and the date by which such corrective action shall be completed. WOW! shall correct such recurring errors at no additional charge to Customer.

## 10. Network Maintenance and Change Management

### 10.1 Fiber Network Maintenance

All scheduled fiber maintenance activities will normally occur between 12a and 6a local time, Monday through Friday, emergencies withstanding. Communication to customers of such planned activities will be no less than 5 business days prior to the scheduled fiber maintenance.

### 10.2 HFC and DOCSIS Network Maintenance

#### 10.2.1 Non-Service Impacting Maintenance

WOW! routinely conducts ongoing non-service impacting maintenance of its HFC network to ensure optimal performance and reliability. Customers will not be notified of these activities. Examples of pro-active, non-service impacting maintenance activities include but are not limited to:

- Power level verification
- SNR (Signal to Noise Ratio) analysis
- Noise analysis
- Power supply operation

#### 10.2.2 Service Impacting Maintenance

- Pre-planned and scheduled service impacting outages will be scheduled between 12a and 6a local time, Monday through Friday.
- EoHFC customers will be identified and notified within 5 business days of the scheduled maintenance activity.

#### 10.2.3 Emergency Maintenance

WOW! reserves the right to conduct emergency maintenance procedures that may be service impacting. This is usually the result of a routine non-service impacting maintenance activity that has identified an issue that will cause service interruption to one or more customers within the next 24 hours. Every attempt will be made to perform emergency maintenance procedures within the standard policy of conducting service-impacting maintenance within the 12a-6a, M-F window. Due to the nature of the specific emergency actions needed, WOW! cannot guarantee that emergency maintenance will occur during the regular maintenance window.

#### 10.2.4 Blackouts and Moratoriums

Emergency maintenance activities withstanding, WOW! will make every attempt to limit service impacting maintenance at certain periods throughout the year. The timeframes include, but are not limited to:

- Holidays
- Significant events warranting caution:
  - Major sales events (Black Friday/Monday – Thanksgiving holiday)
  - Christmas
  - Major sporting events (Superbowl)
  - Elections
  - Tax day

**11. WOW! Equipment Recovery**

Customer agrees that upon expiration or termination of service for any reason, customer shall permit WOW! access to retrieve from applicable service locations any and all WOW! equipment used to provide the service with 10 (ten) business days of this agreement's expiration or termination. WOW! reserves the right to invoice the customer full replacement costs for any unreturned, damaged, lost, or stolen equipment relevant to providing the service associated with this agreement or applicable service addendums.

**AGREED TO AND ACCEPTED BY:**

|   |  |
|---|--|
| <p><b>WOW Business Services, LLC</b></p> <p><b>By:</b> _____<br/><b>Authorized Signature</b></p> <p><b>Print Name:</b> _____</p> <p><b>Print Title:</b> _____</p> <p><b>Date:</b> _____</p> | <p><b>Customer:</b></p> <p><b>By:</b> _____<br/><b>Authorized Signature</b></p> <p><b>Print Name:</b> _____</p> <p><b>Print Title:</b> _____</p> <p><b>Date:</b> _____</p> |
|---|--|

## Internet Service Level Agreement (SLA) Addendum to the MSA

### **Network Definition**

This Service Level Agreement (“SLA”) includes the Customer’s access port (the port on the WOW! aggregation router or cable modem upon which the Customer’s circuit terminates) and the WOW! owned and controlled IP backbone network (routers and circuits including any transit connections) (“WOW! IP Network”). This SLA does not cover networks owned and/or controlled by other carriers; local access circuits (e.g. local loop); Customer premise equipment (CPE); Customer’s local area network (LAN); interconnections to or from and connectivity within other Internet Service Provider (ISP) networks; scheduled maintenance and emergency maintenance; any act or omission by Customer, its officers, directors, employees, subcontractors, agents, or any other entity under Customer’s control; and/or any circumstance beyond WOW!’s reasonable control including Internet attacks (denial of service, virus and work activity, etc.) or force majeure event as defined in this SLA.

### **1.0 Service Description and Bandwidth Options**

#### **Dedicated Internet Access (DIA)**

WOW! provides DIA to business customers looking for the utmost in reliability and performance from their Internet connection. WOW! DIA is a fiber-based Internet access product whereby bandwidth is symmetrical and offered at the following speeds:

- 5, 10, 20, 30, 40, 50, 60, 70, 80, 90, and 100 Mbps
- 100 – 1000 Mbps in 100 Mbps increments
- 1Gbps – 10Gbps in 1G increments

#### **High Speed Data (HSD)**

WOW! provides High Speed Data (HSD) Internet access via it’s Hybrid Fiber Coaxial (HFC) Network and IP Backbone in the following asymmetrical speeds (Subject to Change)

- 8/1, 30/5, 60/10, 120/15, 240/15, 300/20, 600/40, and 1000/50 (Download/Upload Mbps)
  - Available in: Augusta GA, Auburn AL, Charleston SC, Chicago IL, Cleveland OH, Columbus GA, Columbus OH, Detroit MI, Dothan, AL, Evansville IN, Ft Gordon GA, Huntsville AL, Knoxville TN, Lansing MI, Mid-Michigan, Montgomery AL, Panama City FL, Pinellas FL, Valley AL
    - Speed availability varies by node in Mid-MI
    - Max speed available in Dothan and Mid-Michigan is 300/20
    - Max speed available in Ft Gordon is 120/15
- 15/2, 30/4 and 50/5 (Download/Upload Mbps)
  - Anne Arundel Area Only (Baltimore, MD area)



### **Installation**

The installation Service Level Objective (SLO) for Internet Services, both DIA and HSD, is 30 Business days from order acceptance and applies to validated orders to on-net, WOW!, fiber-lit (DIA) or HFC (HSD) locations.

Accepted and validated orders require the following:

- Signed service order agreement and other required documentation specified by WOW!.
- Technical questionnaires detailing IP address allocation, BGP, SMTP, and DNS configurations (As required).
- Order form details, including, but not limited to site installation address, detailed demarcation information and appropriate contact information.

Factors that will impact the installation SLO:

- Customer's or contracted representative's availability at the mutually agreed upon time of installation.
- Changes to the order by the customer or on behalf of the customer.
- Reasonably unforeseen or force majeure events.

### *Services Requiring a Network Build*

The target installation interval for all services requiring construction will be mutually agreed to by all parties on an individual case basis.

### *Expedite Fees*

WOW! considers all requests for expedited services on an individual case basis. The one-time fee for expedited service will be at least \$500.00 and is subject change.

### *Demarcation Extensions*

WOW! provides Internet Services, DIA or HSD, to the minimum point of entry (MPOE) of on-net, WOW! locations. Demarcation extensions are the responsibility of the customer.

## Service Performance SLOs

### 1. Dedicated Internet Access (DIA)

#### *i. Network Availability - DIA*

WOW!'s DIA service is architected for 99.99% network availability and is based on the number of minutes in any given month.

The total number of minutes during which service on that circuit is available for use by Customer (able to transmit data), divided by the total number of minutes in the calendar month. The availability shall be calculated as follows:

$$\text{Availability} = \frac{(24 \text{ hours} \times 60 \text{ minutes} \times N \text{ days}) - \text{Circuit outage time (minutes)}}{(24 \text{ hours} \times 60 \text{ minutes} \times N \text{ days})}$$

“Network Unavailability” will not include Scheduled Maintenance, or any unavailability resulting from (a) Customer's applications or equipment, (b) acts or omissions of Customer or user of the Service authorized by Customer or (c) Force Majeure (see below).

#### *ii. Mean Time to Repair (MTTR) - DIA*

MTTR is the time required to repair service to an operational condition and applies to a service that is not active or that is experiencing consistent service degradation. The MTTR SLO is four (4) hours for electronic failure and eight (8) hours for outages caused by fiber cuts.

MTTR measurements are from the time a customer reports an issue and opens up a trouble-ticket until the time WOW! restores service.

The MTTR SLO is not subject to outages caused by customer equipment failure nor is it subject to connections beyond the WOW! demarcation to the customer.

#### *iii. Network Latency - DIA*

WOW!'s SLO for average round-trip latency in any metro market is less than or equal to 45mS and is measured from the customer premise demarcation where service is provided to the nearest interconnection location in 15-minute samples throughout the month.

#### *iv. Packet Delivery Ratio (PDR) - DIA*

WOW!'s Packet Delivery Ratio (PDR) is 99.9% in any given month and is defined as the ratio (in percentage) of packets delivered vs the total number transmitted between the customer premise demarcation where service is provided to the nearest interconnection location. PDR is measured in 15-minute samples throughout the month.

## 2. High Speed Data (HSD)

WOW!'s HSD service is a Best Effort service that does not carry service level objectives for data delivery. If this is the customer expectation, then WOW! Fiber-based DIA services should be considered. However, HSD does offer two SLOs, one for availability and a second for restoration of services in the unlikely event of an unplanned outage. Both are detailed below.

### *i. Network Availability - HSD*

WOW!'s HSD service is architected for 99.9% network availability and is based on the number of minutes in any given month.

The total number of minutes during which service on that circuit is available for use by Customer (able to transmit data), divided by the total number of minutes in the calendar month. The availability shall be calculated as follows:

$$\text{Availability} = \frac{(24 \text{ hours} \times 60 \text{ minutes} \times N \text{ days}) - \text{Circuit outage time (minutes)}}{(24 \text{ hours} \times 60 \text{ minutes} \times N \text{ days})}$$

“Network Unavailability” will not include Scheduled Maintenance, or any unavailability resulting from (a) Customer's applications or equipment, (b) acts or omissions of Customer or user of the Service authorized by Customer or (c) Force Majeure (see below).

### *ii. Mean Time to Repair (MTTR) - HSD*

MTTR is the time required to repair service to an operational condition and applies to a service that is not active or that is experiencing consistent service degradation. The MTTR SLO is four (4) hours for electronic failure and eight (8) hours for outages caused by fiber cuts.

MTTR measurements are from the time a customer reports an issue and opens up a trouble-ticket until the time WOW! restores service.

The MTTR SLO is not subject to outages caused by customer equipment failure nor is it subject to connections beyond the WOW! demarcation to the customer.

**Service Outage (Availability) Credits**

| CREDIT ALLOWANCES                      |   |           |
|--|---|-----------|
| Service                                | Length of Service Outage  | Credit    |
| On-Net Dedicated Internet Access (DIA) | Five (5) minutes or less  | No Credit |
|  | Greater than five (5) minutes and less than eight (8) hours       | 10%       |
|  | Greater than eight (8) hours and less than twenty-four (24) hours | 25%       |
|  | Greater than twenty-four (24) hours                               | 50%       |
| On-Net High Speed Data (HSD)           | One (1) hour or less  | No Credit |
|  | Greater than one (1) hour and less than eight (8) hours           | 10%       |
|  | Greater than eight (8) hours and less than twenty-four (24) hours | 25%       |
|  | Greater than twenty-four (24) hours                               | 50%       |

**Service Degradation Credits (DIA Only)**

If DIA services suffer from degradation and fails to meet the Service Level Objectives for PDR or Latency, Customer will be entitled to credits per the table below. Customer will not be entitled to credits related to On-Net DIA Service Level Objectives if the Network Availability Service Level Objective was not met for the same incident.

| CREDIT ALLOWANCES                      |  |   |
|--|--|---|
| Service                                | Length of Service Degradation                                | Credit  |
| On-Net Dedicated Internet Access (DIA) | Fifteen (15) minutes or less                                 | No Credit   |
|  | Greater than fifteen (15) minutes and less than one (1) hour | 5% of the MRC for the degraded service  |
|  | One (1) hours or more  | 5% of the MRC of the degraded service for each full hour of service degradation |

**4.0 Service Credit Exceptions; Maximum Credits; Credit Requests**

Service credits will not be available in cases where the SLA is not met as a result of: (a) the negligence, acts, or omissions of customer, its employees, contractors, agents, or its end users, including, without limitation, customer failure to comply with the terms of the Service Exhibit; further, time elapsed due to non-responsiveness from customer, or inability to access customer site for purposed of repairing the service, will be deducted from trouble ticket timelines when used in the calculation of SLAs. (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by WOW!; (c) circumstances or causes beyond the control of WOW!, including instances of Force Majeure; or (d) scheduled service maintenance, alteration, or implementation. In the event that the customer is entitled to multiple credits under this SLA arising from the same event, such credits will not be cumulative and the customer will be entitled to receive only the highest maximum single credit available for such event (e.g., customer will not be entitled to “double credits”). Credits are calculated as the percentage of monthly fees for the service(s) affected by the missed objective (“Affected Service”). Credits may not exceed 100% of the monthly fees for the Affected Service. A credit will be applied only to the month in which the event giving rise to the credit occurred. Customer’s remedies for any and all claims relating to the Service will be limited to those set forth in this SLA. If a Customer fails to notify WOW! in the manner set forth herein within thirty (30) calendar days after the Service Outage with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. To be eligible for service credits, the Customer must be in good standing with WOW! and current in all of its obligations.

## 5.0 Chronic Service Trouble

A Service is considered to have Chronic Trouble if it experiences; (i) a single Service Outage in excess of twenty-four (24) hours, (ii) three (3) or more Service Outages in any thirty (30) consecutive day period, or (iii) five (5) or more Service Outages in any six (6) month period. Customer shall have the right to terminate the affected Service without penalty or further liability to WOW! provided that written notice of termination is provided to WOW! within thirty (30) calendar days of the event giving rise to the termination right under this Section. Customer shall be responsible for any and all charges incurred prior to the effective date of termination, less any applicable SLA credits. To qualify as a Service Outage under this paragraph, such Service Outage must be a Service Outage that would entitle Customer to credits under this Agreement. If Customer does not exercise its termination right within such thirty (30) day period, such right shall lapse with respect to that instance of Chronic Trouble and the number of Services Outages shall reset to zero for the purpose of this Section.

## 6.0 Force Majeure

Any delay in or failure of performance by WOW! Business Services will not be considered a breach of this SLA if and to the extent caused by events beyond its reasonable control, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, lockouts, work stoppages or other labor difficulties, riots, insurrection, wars, or other military action, acts of terrorism, civil disorders, rebellion, fires, floods, vandalism, or sabotage. WOW! Business Services' obligations hereunder will be suspended to the extent caused by the force majeure so long as the force majeure continues.

## 7.0 Network Maintenance and Change Management

### 7.1 Fiber Network Maintenance

All scheduled fiber maintenance activities will normally occur between 12a and 6a local time, Monday through Friday, emergencies withstanding. Communication to customers of such planned activities will be no less than 5 business days prior to the scheduled fiber maintenance.

### 7.2 HFC and DOCSIS Network Maintenance

#### 7.2.1 Non-Service Impacting Maintenance

WOW! routinely conducts ongoing non-service impacting maintenance of its HFC network to ensure optimal performance and reliability. Customers will not be notified of these activities. Examples of pro-active, non-service impacting maintenance activities include but are not limited to:

- Power level verification
- SNR (Signal to Noise Ratio) analysis
- Noise analysis
- Power supply operation

#### 7.2.2 Service Impacting Maintenance

- Pre-planned and scheduled service impacting outages will normally be scheduled between 12a and 6a local time, Monday through Friday.

## 7.2.3 Emergency Maintenance

WOW! reserves the right to conduct emergency maintenance procedures that may be service impacting. This is usually the result of a routine non-service impacting maintenance activity that has identified an issue that will cause service interruption to one or more customers within the next 24 hours. Every attempt will be made to perform emergency maintenance procedures within the standard policy of conducting service-impacting maintenance within the 12a-6a, M-F window. Due to the nature of the specific emergency actions needed, WOW! cannot guarantee that emergency maintenance will occur during the regular maintenance window.

## 7.2.4 Blackouts and Moratoriums

Emergency maintenance activities withstanding, WOW! will make every attempt to limit service impacting maintenance at certain periods throughout the year. These timeframes include, but are not limited to:

- Holidays
- Significant events warranting caution:
  - Major sales events (Black Friday/Monday – Thanksgiving holiday)
  - Christmas
  - Major sporting events (Superbowl)
  - Elections
  - Tax day

## 8.0 WOW! Equipment Recovery

Customer agrees that upon expiration or termination of service for any reason, customer shall permit WOW! access to retrieve from applicable service locations any and all WOW! equipment used to provide the service with 10 (ten) business days of this agreement’s expiration or termination. WOW! reserves the right to invoice the customer full replacement costs for any unreturned, damaged, lost, or stolen equipment relevant to providing the service associated with this agreement or applicable service addendums.

AGREED TO AND ACCEPTED BY:

|   |  |
|---|--|
| WOW Business Services, LLC<br><br>By: _____<br>Authorized Signature<br><br>Print Name: _____<br><br>Print Title: _____<br><br>Date: _____ | Customer:<br><br>By: _____<br>Authorized Signature<br><br>Print Name: _____<br><br>Print Title: _____<br><br>Date: _____ |
|---|--|