



**INTERNET SUPPLEMENT
TO THE
MASTER TELECOMMUNICATIONS LICENSE AGREEMENT
LICENSEE: _____**

This Internet Supplement (“Supplement”) is effective as of the last date of execution below (“Supplement Effective Date”) by and between **CROWN CASTLE FIBER LLC** (“Crown Castle”) and Licensee, and is hereby incorporated into and made a part of the **Master Telecommunications License Agreement** between Licensee and Crown Castle (the “Agreement”). Unless otherwise defined herein, capitalized terms in this Supplement shall have the meanings given in the Agreement. Section and subsection headings contained in this Supplement are inserted for convenience of reference only, shall not be deemed to be a part of this Supplement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

1. SCOPE OF SUPPLEMENT

This Supplement applies to Internet products licensed under an Order Form that specifies Internet as further defined in this Section. This Supplement shall not apply to other products, including Ethernet, wavelength, dark fiber, or colocation.

1.1 “Internet Product” or “Product” means Internet connectivity and Bandwidth provisioned by Crown Castle at a Location. Internet Product includes, without limitation, the following types of Products:

- (a) ***Internet Access (“IA”)***: Internet connectivity and Bandwidth provided via a connection at a Crown Castle POP.
- (b) ***Dedicated Internet Access (“DIA”)***: Internet connectivity and Bandwidth provided via a local access from a Location to a Crown Castle POP.
- (c) ***Fixed Wireless DIA***: Internet connectivity and Bandwidth provided for the local access from a Location to a Crown Castle POP utilizing fixed wireless technology.

1.2 Available Options.

- (a) ***DDoS Defense (“DDoS Defense”)***: DDoS Defense is an available option to the Internet Product which consists of monitoring of IP traffic on the Product for possible DDoS attack and mitigation at the time of the DDoS attack. DDoS Defense can be purchased for a defined Product Term or on an as needed basis which is “Emergency Mitigation.”

2. ADDITIONAL DEFINITIONS

“95th Percentile Calculation” means the calculation method used to measure Bandwidth usage for burstable Internet Access and Dedicated Internet Access Products whereby samples for average Bandwidth utilization rates, both inbound and outbound traffic, will be collected at five (5) minute intervals on a calendar month basis and the highest five percent (5%) of samples will be discarded. The next highest sample will be chosen to represent the 95th percentile calculation for that month.

“Access Port” means the port on the Crown Castle Equipment at the Location which is the point of attachment and entry into the Crown Castle Network, and the Demarcation Point for the applicable Product.

“Bandwidth” or “BW” means the amount of data (quantified as “Mbps” or “Gbps”) made available to Licensee.

“Crown Castle POP(s)” means Crown Castle’s point of presence(s) at which Crown Castle provides interconnectivity to its networks routes and facilities.

“DDoS” means distributed denial of service.

“Frame Delivery Rate” means the monthly average percentage of IP packets successfully received from the relevant portion of the Crown Castle Network relative to the number of IP packets offered to the Crown Castle Network between the Crown Castle POPs and Access Port.

“Latency” means the monthly average round-trip transmission time (in milliseconds) for IP packets to travel on the relevant portion of the Crown Castle Network between the Crown Castle POPs and Access Port. Latency is measured (i) between the Crown Castle POPs and Access Port, and (ii) using Crown Castle’s network management systems or testing hardware. Crown Castle’s network

management systems or testing hardware shall be the sole and conclusive source of measurements for the purposes of measuring Latency.

“Location” is an address wherein Crown Castle will hand off Product to Licensee.

“Product Availability” means the percentage of minutes during a calendar month that the licensed Product has not incurred a Product Outage. Product Availability is calculated as follows: (43,200 - total number of minutes of Product Outage during the calendar month) divided by 43,200.

“Product Credit” means a credit that Licensee may be eligible to receive in the event of a Product Outage or Product Performance Failure.

“Product Outage” means any period of time during which the Product is unable to send or receive data.

“Product Performance Failure” means a failure of the Product to meet any performance parameters set forth in Section 6.2.2 through 6.2.4 below. Product Performance Failure is not a Product Outage.

3. SPECIFICATIONS

The Specifications applicable to Internet Products are the performance parameters set forth in Section 6 below.

4. USE BY LICENSEE

4.1 The Product provides IP transit service via the Crown Castle Network to the public Internet.

4.2 The Product is configured at designated speeds on a port(s) at the Location utilizing Crown Castle Equipment. The selected speed of service, physical handoff type on the Licensee Equipment to the Licensee, pricing and length of the initial Product Term shall be set out in the individual Order Form.

4.3 Licensee shall utilize the Product(s) in compliance with all applicable international, federal, state and local laws and regulations, as well as abide by Crown Castle’s Customer Acceptable Use Policy, which is posted on Crown Castle’s website at crowncastle.com and incorporated herein by reference.

4.4 Upon expiration or termination of a Product for any reason, Licensee agrees to return to Crown Castle any IP addresses or address blocks assigned to Licensee by Crown Castle.

5. DDOS DEFENSE OPTION

If an Internet Product is ordered with DDoS Defense, then the following additional terms will apply:

5.1 When DDoS Defense detects an anomaly in Internet traffic that is symptomatic of a DDoS attack due to triggered thresholds or indicators of protocol misuse, it generates an alert to Crown Castle’s Network Operations Center (“NOC”). Crown Castle will investigate such anomaly. If Licensee confirms that a DDoS attack is occurring, Crown Castle will begin applying measures to block malicious packets while allowing the flow of non-suspect traffic to Licensee’s network. Crown Castle will use reasonable efforts to attempt to configure measures to minimize the effects of the DDoS attack and to reduce disruption of Licensee’s non-suspect traffic. Upon the conclusion of the DDoS attack, Crown Castle will cease mitigation measures. DDoS Defense does not monitor for attacks other than DDoS attacks.

5.2 If Crown Castle in its reasonable judgement determines that a DDoS attack is impacting, or may impact, the Crown Castle Network, Crown Castle may, without incurring any liability, take any action, including but not limited to blackhole filtering of Licensee’s traffic, which filtering would result in all traffic destined to Licensee being dropped.

5.3 Crown Castle will invoice Licensee (i) in advance for the MRC associated with DDoS Defense, and (ii) in arrears at Crown Castle’s then current rates and charges for any Emergency Mitigation.

6. SERVICE LEVEL AGREEMENT

6.1 Product Service Level. Subject to this Section 6, in the event of a Product Outage to any licensed Product or a Product Performance Failure, Licensee may be entitled to a Product Credit in accordance with the applicable Service Level Objective set

forth in Section 6.2 below. A Product Outage, or Product Performance Failure as the case may be, shall be deemed to begin upon the earlier of Crown Castle’s actual knowledge of the same or Crown Castle’s receipt of notice from Licensee of the same, and end when the Product is operational and in material conformance with the applicable Specifications. Notwithstanding anything to the contrary in this Supplement, the Agreement or any Order Form, in no event shall a Product Outage and/or Product Performance Failure and/or any other defect or failure in the Product be deemed to be or constitute a breach by Crown Castle of this Supplement, the Agreement or any Order Form. Traffic traversing the public Internet is not subject or applicable to this Section 6 or this Supplement.

6.2 Service Level Objectives.

6.2.1 Product Availability

If the Product Availability in any calendar month is less than the Product Availability objective set forth in the table below, Licensee shall be entitled to a Product Credit equal to the percentage of the applicable MRC set forth in the following table:

Quality Level	Product Availability Objective	Measurement Timeframe	Product Credit	
			Cumulative Duration of Product Outage(s)	% of MRC
1	Product Availability	One Month	0 to 45 mins.	0%
			>45 mins. to 4 hrs.	10%
			>4 hrs. to 8 hrs.	15%
			>8 hrs. to 12 hrs.	20%
			>12 hrs. to 24hrs.	35%
			> 24 hrs.	50%

6.2.2 Latency

If the actual monthly average Latency exceeds the number of milliseconds set forth in the table below and such failure is quality-impacting, Licensee shall be entitled to a Product Credit equal to the percentage of the applicable MRC set forth in the following table:

LATENCY	
Domestic US	Product Credit
45ms or less	No Credit
>45ms	10%

6.2.3 Frame Delivery Rate (Packet Delivery)

If the actual monthly average Frame Delivery Rate is less than the percentages set forth in the left column of the table below and such failure is quality-impacting, Licensee shall be entitled to a Product Credit equal to the percentage of the applicable MRC set forth in the following table:

FRAME DELIVERY RATE	
Domestic US	Product Credit
99.9% or greater	No Credit
Less than 99.9%	10%

6.2.4 DDoS Defense

If an Internet Product is ordered with DDoS Defense, then the following performance parameter will apply to DDoS Defense only. In addition, the following performance parameter will not apply to Emergency Mitigation.

Description	Goal	Product Credit (applied as percentage of MRC for DDoS Defense)	
		16-30 minutes = 50%	More than 30 minutes = 100%
Time to Initiate Mitigation	15 minutes from initial DDoS alarm		

6.2.5 Burstable Internet

Bandwidth for burstable Internet Access and Dedicated Internet Access Products shall be measured using the 95th Percentile Calculation.

6.3 Product Credits. Product Credits hereunder are calculated as a percentage of the MRC set forth in the Order Form, and may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Licensee by Crown Castle. Product Credits hereunder may be paid only once per any given billing cycle. Product Credits issued to Licensee hereunder shall be Licensee's sole and exclusive remedy at law or in equity on account of any Product Outage and/or Product Performance Failure and/or any other defect or failure in the Product. Product Credits will not be issued to Licensee if Licensee's account with Crown Castle is in arrears. If an incident affects the performance of the Product and results in a period or periods of interruption, disruption, failure or degradation in quality, entitling Licensee to one or more credits under multiple quality level standards, only the single highest credit with respect to that incident will be applied, and Licensee shall not be entitled to credits under multiple quality level standards for the same incident. Notwithstanding anything to the contrary herein, the above-stated Product Credits shall not apply to Off-Net Products, and in the event of any Product Outage or Product Performance Failure of any Off-Net Product provided by Crown Castle to Licensee, Crown Castle agrees to pass through a credit equal to the credit received by Crown Castle from its underlying provider(s) for such Product Outage or Product Performance Failure, in lieu of the above-stated Product Credits. In no event shall Crown Castle's total liability for any and all interruptions, disruptions, failures, and/or degradations in quality (including, without limitation, any Product Outage or Product Performance Failure) exceed fifty percent (50%) of the MRC for the affected Product, with the exception of the DDoS Defense performance parameter in Section 6.2.4 which will not exceed one hundred percent (100%) of the MRC for the affected Product.

6.4 Product Credit Request. Licensee must submit a written request to claim a Product Credit no later than thirty (30) days following the event which gives rise to Licensee's right to request the Product Credit. Failure to request an allowance within such period shall constitute a waiver of any claim for a Product Credit.

6.5 Events Excepted From Product Credit. Notwithstanding the foregoing, Licensee shall not receive any Product Credit for any Product Outage, Product Performance Failure, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events (collectively referred to as "Excluded Events"):

- a. Licensee's (including its agents, contractors and vendors) acts or omissions;
- b. Failure on the part of Licensee Equipment, Licensee provided optical fiber, Licensee's end user equipment or Licensee's vendor's equipment;
- c. Failure of electrical power not provided by Crown Castle;
- d. Election by Licensee, after requested by Crown Castle, not to release the Product for testing and repair;
- e. Crown Castle's inability to obtain access required to remedy a defect in the Product or restore DDoS Defense;
- f. Scheduled maintenance and emergency maintenance periods;
- g. Scheduled upgrade of Product at the request of Licensee;
- h. Force Majeure Event;
- i. Disconnection or suspension of the Product by Crown Castle pursuant to a right provided under this Agreement;
- j. Failure of any local access circuits provided by Licensee;
- k. Crown Castle's inability to repair due to utility safety restrictions;
- l. Unavailability of required Licensee personnel, including as a result of Licensee's failure to provide Crown Castle with accurate, current contact information;
- m. Improper or inaccurate network specifications provided by Licensee;
- n. Unavailability of required spectrum not due to the fault or negligence of Crown Castle when fixed wireless is utilized in the provisioning of the Product;
- o. Dropping of Internet traffic pursuant to Section 5.2; and/or
- p. Licensee attempting to exceed maximum Bandwidth of Licensee's port connection to the Crown Castle Network.

7. ADDITIONAL TERMS

7.1 Disclaimer of Third Party Actions. At times, actions or inactions caused by third parties (e.g. DDoS attacks and unauthorized network intrusions) can produce situations in which Licensee connections to the Internet (or portions thereof) may be impaired or disrupted. In addition, third parties may attempt to intrude into or hack into Licensee's network. Crown Castle has no control over or responsibility for the security of Licensee's network or unauthorized intrusions into and/or unauthorized uses of Licensee's network and/or IP addresses used by Licensee. Crown Castle cannot guarantee that such situations will not occur, and accordingly Crown Castle disclaims any and all liability resulting from or related to such events. In the event that Licensee's use of the Product or such third parties is causing harm to the Crown Castle Network or its operations, Crown Castle shall have the

right to suspend the Product. Crown Castle shall restore the Product at such time as it reasonably deems that there is no further harm or threat to the Crown Castle Network or its operations.

7.2 Network Traffic Samples. Crown Castle may collect small samples of network traffic for (i) support and maintenance of Product performance, and/or (ii) troubleshooting, prevention or correction of service impacting incidents or for correcting and defending against malicious and improper usage of Crown Castle Network and products (e.g. DDoS attacks, Botnet activity) (“Network Traffic Samples”). Network Traffic Samples typically include source and destination IP addresses, source and destination ports, and partial or in some cases full payload data, and may be stored in a secure system for historic, troubleshooting, or reporting purposes for up to one year. The collection of Network Traffic Samples is inherent in Crown Castle providing the Product. Crown Castle does not otherwise utilize Network Traffic Samples for any other purpose, including, but not limited to, collecting data for marketing or sales purposes, or selling or transferring of data to third parties. Crown Castle utilizes security best practices and provides reasonable and adequate protections to the systems that collect and store Network Traffic Samples. Crown Castle is unable to decrypt any Network Traffic Samples that are encrypted therefore, Crown Castle highly recommends that Licensee encrypt its network traffic.

The Parties have executed this Supplement as of the last date of execution below.

LICENSEE:

CROWN CASTLE FIBER LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____