



4352 BAY ROAD, #207, SAGINAW, MI 48603 TELEPHONE: 888-964-2227

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## **MASTER SERVICE AGREEMENT APPROVED VENDOR AWARD CONTRACT NUMBER: 190AN-MTTISAFBOS2022-0827**

This Telecommunications Master Service Agreement (“Agreement”) is made by and between Crown Castle Fiber LLC (“Seller”) with principal offices located at 8020 Katy Freeway, Houston, TX 77024 and MiCTA with principal offices located at 4352 Bay Road, #207, Saginaw, Michigan 48603.

**WHEREAS**, MiCTA is an association made up of non-profit colleges, universities, K-12 school systems, federal, state and local government units, health care providers, libraries and other non-profit entities;

**WHEREAS**, this agreement is for the benefit of all MiCTA members, eligible MiCTA members, and all educational and governmental units (collectively “Eligible Organizations” or “Members”);

**WHEREAS**, Seller wishes to provide to Eligible Organizations products and/or services as proposed in Seller’s response to RFP # MT-TISA FBOS 2022;

**WHEREAS**, MiCTA desires to promote Seller’s products and/or services to Eligible Organizations as an independent authorized agent of Seller pursuant to the terms and conditions set forth herein;

**WHEREAS**, Seller is awarded Endorsed status, having met all requirements set by MiCTA, and prevailed in MiCTA’s comprehensive RFP process for SERVICES AND PRODUCTS, been judged by MiCTA to be the best value for Seller’s service and product areas (as identified at the Approved section of MiCTA’s web site) based on price, quality, service, etc. as identified during the RFP evaluation process;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

### **1. MASTER SERVICE AGREEMENT:**

1.1. Seller agrees to offer to Eligible Organizations meeting credit criteria, products and services as set forth in the Seller’s response to RFP # MT-TISA FBOS 2022, and as attached as Attachment A at the pricing in Attachment B.

1.2. MiCTA hereby accepts Seller’s offer to provide to Eligible Organizations Telecommunications products and services, as set forth in Seller’s response to the RFP # MT-TISA FBOS 2022, and as set forth in Attachment A, subject to the terms and conditions of this Agreement and the terms of conditions of the Member Participation Agreement, Attachment C, that each MiCTA Member must sign with Seller.

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MT-TISA FBOS 2022

© 2022 MiCTA

**2. MASTER SERVICE AGREEMENT TERM:**

2.1. This Agreement is effective when executed by both parties (“Effective Date”) and continues for five (5) years until August 31, 2027 (“Expiration Date”).

**3. EXCLUSIVE AGREEMENT:**

3.1. Seller agrees that this Agreement is for the sole use of all Eligible Organizations. Seller shall not disclose the terms, negotiated pricing and/or benefits provided to Eligible Organizations pursuant to this Agreement to any non-Eligible Organization.

3.2. Seller agrees that this Agreement supersedes all existing contracts containing products and/or services within the scope of RFP # MT-TISA FBOS 2022 with any/all MiCTA accounts. Nonetheless, any Member Participation Agreements still in effect under a prior Master Service Agreement shall remain in effect and be performed according to their terms. Any new Member Participation Agreements (including renewals to prior Member Participation Agreements still in effect as of the Effective Date) would then be under the terms of this Agreement.

**4. DISCOUNTED PRICING:**

Seller hereby agrees to provide all Eligible Organizations with Discounted Pricing throughout the term of this agreement. This provision extends to all services provided by Seller under this Agreement.

**5. CREDIT CRITERIA**

Seller is not obligated to provide service to an Eligible Organization that does not satisfy Seller’s credit criteria.

**6. APPOINTMENT OF AGENT:**

MiCTA is hereby appointed an independent sales agent with limited authority to solicit, on behalf of Seller, Eligible Organizations as customers for Seller’s products and/or service, subject to the terms of this Agreement.

**7. ACCEPTANCE OF INDEPENDENT AGENT APPOINTMENT:**

MiCTA hereby accepts the appointment by Seller as its authorized sales agent to solicit orders from Eligible Organizations as customers for Seller’s products and/or services, subject to the terms and conditions of this Agreement.

**8. RELATIONSHIP OF PARTIES:**

8.1. MiCTA shall have no authority to bind Seller by contract or otherwise or to make representations as to the policies and procedures of Seller other than as specifically authorized by this Agreement.

8.2. Seller and MiCTA acknowledge and agree that the relationship arising from this Agreement does not constitute or create a general agency, joint venture, partnership, employee relationship or franchise between them, and that MiCTA is an independent contractor with respect to the services provided under this Agreement.

8.3. MiCTA shall identify itself as an authorized representative of Seller only with respect to the products and/or services covered by this Agreement, and shall otherwise identify itself as an independent entity.

8.4. This Agreement is not intended to and does not create any third party beneficiaries, other than MiCTA members, to the rights and obligations as set forth herein, nor shall any third party beneficiaries be interred by operation or otherwise.

**9. CONTRACT DOCUMENTS:**

The documents which comprise this Agreement are this Agreement and any attachments or addenda, the RFP # MT-TISA FBOS 2022, the Seller’s response to such RFP and any attachments or addenda. Each Eligible Organization that purchases service from Seller shall also have a Member Participation Agreement with Seller.

**10. RESOLVING CONFLICTING LANGUAGE:**

In the event of a conflict of language among any of the contract documents, the conflict shall be resolved by reference to the documents in the following order: first, this Agreement and attachments or addenda, second, the Seller’s response to

the RFP and any attachments or addenda, and third, the RFP # MT-TISA FBOS 2022 and any attachment or addenda. Any contractual clarifications mutually agreed upon in writing subsequent to this Agreement will supersede the above listed documents.

#### **11. GEOGRAPHICAL/ACCOUNT EXECUTIVE:**

Seller agrees to designate an Account Executive to be responsible for the coordination of order processing, expediting, problem solving, etc. for any/all Eligible Organizations regardless of their physical location. In addition, the Account Executive is the responsible contact for reporting to MiCTA on a monthly basis, MiCTA total gross sales revenue.

Additionally:

11.1 The Vendor agrees to assign an Account Executive to promote and manage the use of the MiCTA program to SLED and Healthcare MiCTA Members. Seller agrees to have the Account Executive in place within two (2) weeks of signing this Agreement.

11.2 Seller agrees to notify MiCTA of any personnel changes with the assigned Account Executive, and agrees to fill the position with a skilled and knowledgeable replacement prior to the position becoming vacant.

11.3 Seller agrees to replace the Account Executive on a reasonable and lawful basis if requested to do so by MiCTA.

#### **12. MARKETING AND SALES AIDS:**

12.1 MiCTA shall promote the Seller's services or equipment according to a mutually agreed upon marketing plan provided by the Seller.

12.2 Upon request, Seller shall provide to MiCTA promotional materials related to the Seller's products and/or services.

12.3 Seller shall provide MiCTA with an initial sales kit that includes a program description, sales literature, sales aids, and other forms to be used by MiCTA in its activities as provided by this Agreement.

12.4 Seller shall provide a link back to Seller's web site to be installed on the MiCTA web site.

#### **13. LOGO AND NAMES:**

The logos and names of both parties are protected and are registered. Each party is only authorized to use the other party's Marks, Service Marks, Logos, etc. on corporate mailings, web pages, promotions, etc. only in connection with the products and/or services covered by this Agreement with the written permission of the other party.

#### **14. FORCE MAJEURE:**

Neither Party hereto shall be deemed to be in default of any provision of the Contract for any failure in performance resulting from acts or events beyond the reasonable control of such Party. For purposes of the Contract, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, floods, other catastrophes, or other events beyond the Parties' reasonable control; provided however, that the provisions of this section shall not preclude either Party from canceling or terminating the Contract, or any order for any produce or service included herein, as otherwise permitted hereunder, regardless of any Force Majeure.

#### **15. LIVING DOCUMENT:**

The parties agree to treat this Agreement as a living document to allow for industry and technology advances, and to add products and services to Attachment A of this Agreement as mutually agreed from time to time. Seller and MiCTA will confer on a regular, periodic basis, at mutually agreeable times and locations, in order to conduct a review to evaluate the possible addition of new Seller product/service offerings to this Agreement. Should MiCTA and Seller reach mutual agreement regarding pricing and/or discounts for any/all new products and/or services the parties will add them to this Agreement by written amendment.

#### **16. MICTA PRICING AND PRICE ADJUSTMENTS:**

16.1 Seller hereby authorizes the price structure, as designated in seller's response to RFP # MT-TISA FBOS 2022, and as attached as Attachments A & B, to be offered to all eligible organizations.

16.2 MiCTA acknowledges that with a nationwide agreement, pricing may fluctuate regionally across the country.

16.3 A MiCTA Vendor may choose to award reduced Individual Case Basis (ICB) pricing to MiCTA members that deviates from the benchmark pricing established in this MiCTA/Vendor MSA based on a member's agreement to an extended length of commitment, scope of the products and/or services requested, or ensuing vendor competition. MiCTA accepts ICB pricing under these conditions.

**17. PRICING REVIEW DATES:**

Endorsed status will become effective upon execution of this Agreement by all parties. Seller's Contract price list(s) for products/services will be released to Eligible Organizations no later than one (1) week after contract execution. MiCTA reserves the right to review the pricing terms of the Agreement once during each twelve (12) month period of the Agreement.

**18. INVOICE TERMS:**

Seller will provide monthly invoices directly to Eligible Organizations for products and services provided under this Agreement and the Members Participation Agreement. Each invoice shall include a detailed breakdown of the products and services being provided. **Seller agrees to provide Eligible Organizations Net 30-Days invoice terms.**

**19. MEMBER'S EXISTING CONTRACT:**

Eligible Organizations who have existing contracts for same or similar services will be entitled to renew with Seller subject to this Agreement. An Eligible Organization and Seller may mutually agree to enter a new Member Participation Agreement under this Agreement, but are not required to do so.

**20. CODES, PERMITS, FEES, LICENSES:**

Seller shall be responsible for any/all permits required for installing the products or services under this Agreement, arranging for all necessary inspections, adhering to all state, federal and industry codes and adhering to the ADA Compliance of Telecommunications Equipment and Services as released by the Federal Communications Administrative fee, September 9, 1999, effective March 1, 2000. Seller shall also be responsible for those fees for codes, permits and licenses related to the products and services identified under this Agreement.

**21. ORDINANCES AND REGULATIONS:**

Seller shall comply with all the applicable statutes, ordinances, and regulations of federal, state, and local governments. Seller shall pay all taxes, insurance, and license fees pertaining to the business herein described.

**22. COMPLIANCE WITH LAW:**

Seller shall operate in full compliance with all laws, rules and regulations applicable to, and maintain in force all licenses and permits required for its performance under this Agreement.

**23. GOVERNING LAW:**

The laws of the State of Michigan shall govern this Agreement, including all matters relating to the validity, construction, performance and enforcement thereof. Any purchase agreement entered into by Seller and individual Eligible Organizations will be governed by and construed in accordance with the laws of the state in which service is provided to an Eligible Organization.

**24. NO WAIVER:**

No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both parties. The failure of either party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision and all terms shall remain in full force and effect.

**25. SEVERABILITY:**

No provision of this Agreement which may be deemed illegal, invalid or unenforceable will in any way invalidate any other provisions of this Agreement, all of which will remain in full force and effect.

**26. BINDING EFFECT AND ASSIGNMENT:**

This Agreement will be binding upon and inure to the benefit of the parties, their successors and assigns. MiCTA may not assign or otherwise transfer this Agreement, in part or in whole, or any of its interest herein without the prior written consent of Seller. Such consent will not be unreasonably withheld. Seller may assign the agreement without MiCTA's consent so long as the services provided to Eligible Organizations are unaffected.

**27. CANCELLATION/TERMINATION:**

27.1. Either party may terminate this Agreement with cause for breach of any provision of this Agreement provided written notice of breach has been given and such breach has not been cured within thirty (30) days after delivery of such notice.

27.2 Eligible Organizations shall be responsible for all sums due and owed the seller for products or services provided under this Agreement.

**28. SURVIVORSHIP OF PROVISIONS:**

All Seller's products purchased, and seller's services performed pursuant to this Agreement shall be bound by all of the Terms and Conditions set forth herein notwithstanding the expiration of the term of this Agreement, including without limitation, the following sections for so long as the products and services remain in use: (i) Governing Law, (ii) Assignment, and (iii) MiCTA Administrative fee and Audit Functions, as defined in this Agreement.

**29. SURVIVORSHIP OF INDIVIDUAL ELIGIBLE ORGANIZATIONS MEMBER TERMS AND CONDITIONS:**

In the event Eligible Organizations enter into individual purchase agreements whose term extends beyond the termination or expiration date of this Agreement, Members, at their own option, may either:

29.1 Continue receiving services or products under the terms and conditions described herein until the expiration date of the Eligible Organization's individual purchase agreement, or

29.2 Continue receiving services or products at other terms and conditions agreed to in writing by both Seller and the Eligible Organization.

**30. NOTICES:**

30.1 Notices to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and properly given on the earlier of:

30.1.1 Date such notice has been received; or

30.1.2 Five (5) days after deposit of such notice in the United States Mail, postage prepaid, to be delivered by certified mail, return receipt requested, addressed to Seller at:

Crown Castle Fiber LLC  
2000 Corporate Drive  
Canonsburg, PA 15317  
Attn: General Counsel – Networks

or at such addresses as seller may designate, in writing, from time to time, or.  
to MiCTA addressed as follows:

MiCTA  
CEO- Timothy von Hoff  
4352 Bay Road#207  
Saginaw, Michigan 48603

or at such address as MiCTA may designate, in writing, from time to time.

**31. HEADINGS:**

The section number and/or captions appearing in this Agreement are inserted only as a matter of convenience and are in no way intended to define, limit, construe or describe the scope or intent of such sections of this Agreement, or in any way affect this Agreement.

**32. IMPLEMENTATION DATES:**

Seller's Endorsed status, as applicable, will become effective upon execution of this Agreement by all parties. MICTA and Seller shall exercise all reasonable efforts, consistent with Article 1.10, Marketing Support and Sales Aids, to make Seller's price list(s) for products/services, as set forth in Attachments A and B to this Agreement, available to Eligible Organizations as soon as practicable after the Effective Date of this Agreement

**33. ENTIRE AGREEMENT:**

This Agreement supersedes and replaces all prior and contemporaneous agreements, understandings and representations, whether oral or written, between the parties and relating to the subject matter hereof, and the applicable tariffs, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement may not be modified, changed, altered, or amended except by an express written agreement signed by duly authorized representatives of the parties hereto.

**34. CONTRACT EXECUTION:**

In Witness Whereof, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

**35. REPRESENTATIONS AND WARRANTIES:**

Except as previously provided in this agreement, Seller makes no representations and warranties under this Agreement, either express, implied or statutory, and Seller hereby expressly excludes and disclaims all other warranties, including, without limitation, implied warranties of merchantability or fitness for a particular purpose and no warranty is made or passed on with respect to any services provided by or furnished by any third party.

**36. LIMITATION OF LIABILITY:**

Neither party shall be liable to the other for any indirect, consequential, special, exemplary, incidental, or punitive damages, including without limitation loss of use of data, or lost business, revenue, profits or goodwill, arising out of or related to this agreement, even if the party knew or should have known of the possibility of such damages. Neither party's total liability to the other for any cause whatsoever shall exceed one hundred percent (100%) of the contract value. In no event shall Seller be liable for any damages arising out of the acts or omissions of third parties, including underlying service providers, or any third-party equipment or services not provided by seller.

**FOR: Crown Castle Fiber LLC**

DocuSigned by:

*Lisa Gugliada*

Authorized Signature

TITLE Associate General Counsel

NAME Lisa Gugliada

Date: 8/25/2022 | 7:57:19 AM PDT

**FOR: MiCTA**

*Timothy von Hoff*

Timothy von Hoff  
Chief Executive Officer

Date: 8/26/2022

MT-TISA FBOS 2022

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## MASTER SERVICE AGREEMENT CONTRACT NUMBER: 190AN-MTTISAFBOS2022-0827

### *ATTACHMENT A – SELLERS MICTA PROGRAM OFFERING*

1. **Currently Available Program Offerings.** Crown Castle responded to the Technical Requirements of RFP # MT-TISA FBOS 2022 as instructed. Crown Castle bid on the offerings enumerated below and as referenced in Crown Castle's RFP response at Section 4.1. Crown Castle's pricing for the following offerings is set forth in Attachment B to this Agreement:

- Ethernet
- Dark Fiber
- Wavelength/MPON
- Dedicated Internet Access (DIA) including DDoS
- Software Defined WAN (SD-WAN)
- Cloud Connect

2. **Future Potential Offerings.** In addition, in Section 4.2 of Crown Castle's response to RFP # MT-TISA FBOS 2022, Crown Castle provided product overviews for the offerings identified below. However, Crown Castle did not provide pricing for these additional offerings in its RFP response. Pricing for these additional offerings may be added by way of one or more amendments to this Agreement when and as appropriate and agreed to by the parties:

- Towers
- Rooftops
- Small Cell Solutions (SCS)
- In-Building Solutions (Distributed Antenna Systems)
- Fixed Wireless Access



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**MASTER SERVICE AGREEMENT**  
**CONTRACT NUMBER: 190AN-MTTISAFBOS2022-0827**

***ATTACHMENT B – SELLERS MICTA PROGRAM PRICING***

**[Attachment B, Seller's MiCTA Program Pricing, immediately follows this page]**



Attachment B

**MiCTA**

**Technology Solutions for Members Nationwide**

**Request for Proposal**  
**For**

**Telecommunications, Internet, FBOS, Specialty Services**  
**and Applications**

**MiCTA RFP Bid # MT-TISA FBOS 2022**

## Crown Castle Fiber

### MiCTA RFP Bid # MT-TISA FBOS 2022

#### Telecommunications, Internet, FBOS, Specialty Services and Applications

#### Crown Castle Fiber Services available in the following states:

AL, AZ, CA, CT, DE, FL, GA, IL, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, RI, TN, TX, VA, VT, WDC

## Section 9 - Description of the Products

### Wavelength:

Our fully managed, private, point-to-point Wavelength solutions provide dedicated bandwidth and a fixed latency to guarantee performance when needed. The wavelength product is delivered over a state-of-the-art Dense Wave Division Multiplexing (DWDM) network. Enables the extension of LAN infrastructures for WAN, MAN, or SAN connectivity in the metro or nationwide. Provides flexible, transparent bandwidth that supports most major protocols. Protected and unprotected wavelength configurations are available.

- Optional Layer 1 optical encryption and Managed Private Optical Networks (MPON) also available

### Switched Ethernet:

Our Ethernet solutions enable the extension of dedicated or virtual LAN infrastructures for WAN connectivity, with committed information rates from 10Mbps to 100Gbps and guaranteed network performance

- **E-Line:** A port-based Product providing dedicated UNIs for point-to-point connections. E-Line supports a single EVC between two (2) UNIs. Dedicated UNIs for point-to-point connections, simple and secure. Interfaces available 1GE, 10GE. Bandwidth options from
- **EVPL:** A flexible, VLAN based Product providing multiplexed UNIs allowing multiple EVCs per UNI. Node Interfaces available at 1GE, 10GE. Hub Interfaces available at 1GE, 10GE, and 100GE(ICB). Bandwidth options from 10Mbps – 10Gbps.
- **E-LAN:** VLAN based meshed Product providing many-to-many communication with. dedicated or service-multiplexed UNIs. E-LAN supports transparent LAN and multipoint Layer 2 VPNs. Crown Castle recommends limiting the number of VLAN Nodes to 25 or fewer. Interfaces available 1GE, 10GE. Bandwidth options from 10Mbps – 10Gbps.
- **Metro-E Advanced Private Line:** Private Ethernet delivered over dedicated fiber with switches deployed at each end-user location across a metro area. Interfaces available 10GE, 100GE. Bandwidth options from 1Gbps – 100Gbps

### Dark Fiber:

Fiber Optic Strands which are not LIT.

Crown Castle Fiber's unique fiber assets, routes and secure rights-of-way provide the network infrastructure that your business needs, where you need it, to support mission-critical applications.

### Internet Access Services:

Crown Castle Fiber offers organizations a reliable, scalable, dedicated high-speed fiber-optic connection to the Internet. With access to our robust and diverse fiber network and multiple, private, and geographically diverse Tier-1 Internet connections, you'll get reliable, high-speed network performance

Dedicated Internet Access (DIA) and Internet Access (IA)

- **DIA:** Dedicated Tier 1 internet access over Layer 2 Ethernet Typology. Includes transport and access
- **IA:** Internet Access is available at any of our data centers or interconnection facilities

### DDoS Defense

Crown Castle DDoS Defense includes: Proactive Traffic Monitoring 24/7/365, Attack detection, Unlimited Mitigation and Portal Access for threat visibility and attack reporting. Our in-line DDoS Defense technology has the capability to block the DDoS attack traffic at the network perimeter before it could negatively affect the subscriber network resources.

severely impacted. In the event of an attack, the target traffic is re-routed to our in-network scrubbing facility to proceed with a surgical mitigation where the unwanted traffic is removed and the clean traffic is allowed to flow to your network. **MUST BE A CCF Dedicated Internet Access -or- Internet Access Customer to utilize this service.**

### DIA Plus

Bundling of DIA + DDoS Defense products to provide a package promotion of product pricing.

### Managed SD-WAN

Managed SD-WAN is a fully Managed Solution which is an application of Software Defined Network (SDN) technology. It is an overlay network running over underlay networks (e.g. public internet, MPLS). It does not interact with the underlay network (transport). Provides a virtual overlay network that enables application aware, policy driven and orchestrated connectivity between SD WAN User Network Interface.

configuration to provide redundancy. The two appliances are connected to each other with a fallback mechanism based on pre determined policies, if the primary device has an issue, the traffic will default to the second device.

Next-Gen Firewall - Consists of the following additional security features that can be enable if desired including: IP Filtering, URL/Domain Filtering.

### Cloud Connect

Dedicated Connectivity to cloud computing network environment. Transport only to AWS, Azure and/or Google Cloud. (Ashburn, VA). Circuit capacity ranges from 50Mbps to 100Gbps depending upon the target CSP. Connections to Azure may require additional equipment on the premises depending on capacity and architecture.

Crown Castle Fiber

MICTA RFP Bid #MT-TISA FBOS 2022  
Telecommunications, Internet, FBOS, Specialty Services and Applications

Crown Castle Fiber Services available in the following states:  
AL, AZ, CA, CT, DE, FL, GA, IL, MA, MD, ME, MI, NC, NH, NJ, NY,

Section 6 - Wavelengths

Description	12 Month				36 Month				60 Month			
	List Price MRC	Discount ± %	Install / NRC	MRC	List Price MRC	Discount %	Install / NRC	MRC	List Price MRC	Discount ± %	Install / NRC	MRC
Wavelength/DWDM Services												
Protected 1Gbps EPL Over DWDM - Prem Node	\$ 1,898	10%	\$250	\$1,708	\$ 1,313	10%	\$0	\$1,181	\$1,181	10%	\$0	\$1,063
Protected 10Gbps EPL Over DWDM - Prem Node	\$ 3,420	10%	\$250	\$3,078	\$ 2,625	10%	\$0	\$2,363	\$2,363	10%	\$0	\$2,126
Protected 40Gbps EPL Over DWDM - Prem Node	\$ 6,481	10%	\$250	\$5,833	\$ 5,036	10%	\$0	\$4,532	\$4,532	10%	\$0	\$4,079
Protected 100Gbps EPL Over DWDM - Prem Node	\$ 15,057	10%	\$250	\$13,551	\$ 11,704	10%	\$0	\$10,534	\$10,534	10%	\$0	\$9,480
Unprotected 1Gbps EPL Over DWDM - Prem Node	\$ 731	10%	\$250	\$657	\$ 657	10%	\$0	\$592	\$592	10%	\$0	\$533
Unprotected 10Gbps EPL Over DWDM - Prem Node	\$ 1,278	10%	\$250	\$1,150	\$ 1,150	10%	\$0	\$1,035	\$1,035	10%	\$0	\$932
Unprotected 40Gbps EPL Over DWDM - Prem Node	\$ 4,321	10%	\$250	\$3,889	\$ 3,357	10%	\$0	\$3,021	\$3,021	10%	\$0	\$2,719
Unprotected 100Gbps EPL Over DWDM - Prem Node	\$ 10,038	10%	\$250	\$9,034	\$ 7,803	10%	\$0	\$7,022	\$7,022	10%	\$0	\$6,320
Protected 1Gbps EPL Over DWDM - POP Node	\$ 1,803	10%	\$250	\$1,622	\$ 1,247	10%	\$0	\$1,122	\$1,122	10%	\$0	\$1,010
Protected 10Gbps EPL Over DWDM - POP Node	\$ 3,249	10%	\$250	\$2,924	\$ 2,494	10%	\$0	\$2,244	\$2,244	10%	\$0	\$2,020
Protected 40Gbps EPL Over DWDM - POP Node	\$ 6,157	10%	\$250	\$5,542	\$ 4,784	10%	\$0	\$4,306	\$4,306	10%	\$0	\$3,875
Protected 100Gbps EPL Over DWDM - POP Node	\$ 14,304	10%	\$250	\$12,873	\$ 11,119	10%	\$0	\$10,007	\$10,007	10%	\$0	\$9,006
Unprotected 1Gbps EPL Over DWDM - POP Node	\$ 624	10%	\$250	\$562	\$ 562	10%	\$0	\$506	\$455	10%	\$0	\$410
Unprotected 10Gbps EPL Over DWDM - POP Node	\$ 1,093	10%	\$250	\$984	\$ 984	10%	\$0	\$886	\$797	10%	\$0	\$717
Unprotected 40Gbps EPL Over DWDM - POP Node	\$ 3,322	10%	\$250	\$2,990	\$ 2,990	10%	\$0	\$2,691	\$2,422	10%	\$0	\$2,180
Unprotected 100Gbps EPL Over DWDM - POP Node	\$ 8,533	10%	\$250	\$7,679	\$ 7,679	10%	\$0	\$6,911	\$6,220	10%	\$0	\$5,598
DWDM Services Off-Schedule			ICB	ICB			ICB	ICB			ICB	ICB
Construction												
Fiber Lateral Construction			ICB	ICB			ICB	ICB			ICB	ICB
Labor												
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per-Hour Business Days, 7:01 AM to 6:59			\$200				\$200				\$200	
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour Business Days, 7:00 PM to 7:00			\$300				\$300				\$300	
Emergency Technician Labor - Post Installation Move, Add,			\$400				\$400				\$400	

\*\* Once a total of 24 months of the Monthly Recurring Cost have been paid by one or more Using Agency(ies) for Services in a given building, the Monthly Recurring Cost for the Fiber Lateral Construction line item for all Using Agencies with Services within that building will be eliminated. The building will then be reclassified as on-net for existing and future Using Agencies.

Billing Structure Description:

All pricing is per-node unless otherwise specified. The standard pricing tables apply only to on-net locations where Crown Castle Fiber has existing fiber. Special Construction charges may apply for off-net locations. "Off-Schedule" is defined as any existing technology with customized configurations that are not listed in the pricing schedule.  
DWDM Service - Crown Castle Fiber delivers Ethernet Private Line products over DWDM. Please see the billing descriptions under those product headings for specific details.

Pricing noted as ICB is done so due to variables that cannot be determined until the scope of the required work has been realized. This pricing will be based on the cost of providing the requested service.

**Notes:**

1. Ceiling Pricing. Crown Castle Fiber always reviews the specific conditions of a service request in order to develop the most cost effective solution for the customer. All the prices are ceiling, not to exceed, prices and Crown Castle Fiber will look to offer better pricing based on the customer's particular application and circumstances.
2. Renewal Discount. If a customer renews a 36 or 60-month initial term agreement for an additional term of 36 months or 60 months, such customer shall be entitled to a 10% reduction in the applicable monthly contract rates for the renewal term. Any such renewal shall be set forth in a renewal service order.
3. Crown Castle Fiber Upgrade Plan. Crown Castle Fiber wants to enable its customers to buy the bandwidth and services that they need at the time that they need it. Crown Castle Fiber's MICTA customers may upgrade their existing bandwidth at a Crown Castle Fiber-serviced location without an upgrade charge. Crown Castle Fiber will also allow MICTA customers to convert a Crown Castle Fiber DWDM service to a Crown Castle Fiber Dark Fiber service without a charge for terminating the DWDM service; for such conversions, Crown Castle Fiber may require a minimum term for the Dark Fiber service and additional costs (e.g. construction or third-party costs) may apply to these conversions.
4. The Ethernet Services proposed in this Cost Table meet our standard commercial SLA level A. Crown Castle Fiber offers Ethernet Services at two additional higher SLA standards. For SLA level AA, Crown Castle Fiber provides a second Ethernet Service at the same location using the same cable facilities and routing. The additional circuit increases the reliability of the service as described in SLA level AA and costs 150% of the prices in this Cost Table. For SLA level AAA, Crown Castle Fiber provides a second Ethernet Service at the same location using a separate fiber cable and diverse routing. The cost of Ethernet Service at the SLA AAA level is 200% of the prices in this Cost Table, plus any Special Construction costs for the diverse cable routing.
5. EPL over DWDM is a point-to-point service with two mirrored services. EPL consists of a 100/1000/10,000/40,000/100,000M node at each customer location. Crown Castle Fiber does not charge for mileage. EPL service traverses dedicated DWDM and fiber networks not shared with other customers.
6. "Special Construction" charges may apply where Crown Castle Fiber must extend its existing fiber network in order to provide service to a customer location. In all such cases, these Special Construction charges will be identified and presented to the customer in the initial proposal for the customer's review and acceptance. Special Construction charges can be settled as a one-time payment or the sum can be broken up over 18 months. In the event that customer terminates a service with Special Construction charges prior to the expiration of the initial term, customer will be required to pay all unpaid Special Construction charges, in addition to the stranded investment charges set forth below, within forty-five (45) days of customer's receipt of the applicable invoice.
7. Stranded Investment. If the customer cancels the service prior to the completion of the initial term, the customer will be responsible for the following stranded investment charge: 1) 100% of the monthly recurring charges remaining in months one through twelve of the initial term, 75% of the monthly recurring charges remaining in months thirteen through twenty-four of the initial term, and 50% of the monthly recurring charges remaining in months twenty-five through the end of the initial term; and 2) all disconnection or termination charges payable to any third parties incurred by Crown Castle Fiber on customer's behalf relating to the service, to the extent such charges are not recouped by Crown Castle Fiber from the payments made by customer under clause (1) above. Such stranded investment charge shall be paid within forty-five (45) days of customer's receipt of the applicable invoice. Customer will not be responsible for stranded investment charges where customer simultaneously orders a replacement service to a location then served by Crown Castle Fiber's existing network ("Replacement Service") with equal or greater monthly recurring charges for an equal or greater term as the cancelled service, provided that customer (i) pays all applicable charges in connection with provisioning such Replacement Service, and (ii) reimburses Crown Castle Fiber for any costs related to the cancelled service, including unpaid Special Construction charges and underlying third-party provider termination fees. Any such Replacement Service shall be documented in an amendment mutually agreed upon and executed by Crown Castle Fiber and Customer.
8. The customer is responsible for providing cable access via conduit or aerial means to the termination point within the customer's premises. The customer must also provide electrical power and UPS protection if desired. Crown Castle Fiber will provide a network interface device, usually a switch with the appropriate interface port. The customer is responsible for all interior cabling beyond the network interface device. The customer is responsible for any cross-connect charge imposed by third parties, such as telecom hotels, for the interconnection of Crown Castle Fiber service to the customer's location. Crown Castle Fiber will pass through such cross-connect charge without mark-up to the customer.
9. Crown Castle Fiber will provide technician labor for post installation move, add, and change work at rates that are specified under Labor above.
10. Time Limited Special Pricing Offer-First Three Months MRC Waived - If any Using Agency(ies) enters into a sixty-month agreement for services within the first 90 days of contract award, Crown Castle Fiber will waive the applicable MRC for such services for the first three months of the term, provided that if such Using Agency(ies) terminates the agreement prior to the end of the sixty-month term, it will be responsible for an additional three months under the stranded investment note below. Special construction charges, if applicable, will apply.
11. Crown Castle Fiber does not price services based on Interlata/Intralata delivery. Additional charges may be applied for Interstate connectivity based on bandwidth utilization.

Crown Castle Fiber

MicTA RFP Bid # MT-TISA FBOS 2022

Telecommunications, Internet, FBOS, Specialty Services and Applications

Crown Castle Fiber Services available in the following states:  
AL, AZ, CA, CT, DE, FL, GA, IL, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, RI, TN, TX, VA, VT, WDC

Section 6 - Switched Ethernet Services

Description	12 Months				36 Month				60 Month			
	List Price MRC	Discount %	Install / NRC	MRC	List Price MRC	Discount %	Install / NRC	MRC	List Price MRC	Discount %	Install / NRC	MRC
Switched Ethernet Service												
Metro-E Advanced Private Line 1Gbps	\$2,145	10%	\$500	\$1,931	\$1,716	10%	\$0	\$1,544	\$1,502	10%	\$0	\$1,351
Metro-E Advanced Private Line 2Gbps	\$2,393	10%	\$500	\$2,153	\$1,914	10%	\$0	\$1,723	\$1,675	10%	\$0	\$1,507
Metro-E Advanced Private Line 3Gbps	\$2,640	10%	\$500	\$2,376	\$2,112	10%	\$0	\$1,901	\$1,848	10%	\$0	\$1,663
Metro-E Advanced Private Line 4Gbps	\$2,888	10%	\$500	\$2,599	\$2,310	10%	\$0	\$2,079	\$2,021	10%	\$0	\$1,819
Metro-E Advanced Private Line 5Gbps	\$3,135	10%	\$500	\$2,822	\$2,508	10%	\$0	\$2,257	\$2,195	10%	\$0	\$1,975
Metro-E Advanced Private Line 6Gbps	\$3,383	10%	\$500	\$3,044	\$2,706	10%	\$0	\$2,435	\$2,368	10%	\$0	\$2,131
Metro-E Advanced Private Line 7Gbps	\$3,630	10%	\$500	\$3,267	\$2,904	10%	\$0	\$2,614	\$2,541	10%	\$0	\$2,287
Metro-E Advanced Private Line 8Gbps	\$3,878	10%	\$500	\$3,490	\$3,102	10%	\$0	\$2,792	\$2,714	10%	\$0	\$2,443
Metro-E Advanced Private Line 9Gbps	\$4,125	10%	\$500	\$3,713	\$3,300	10%	\$0	\$2,970	\$2,888	10%	\$0	\$2,599
Metro-E Advanced Private Line 10Gbps	\$4,373	10%	\$500	\$3,935	\$3,498	10%	\$0	\$3,148	\$3,061	10%	\$0	\$2,755
E-Line Standard CoS 5Mbps Prem	\$190	20%	\$0	\$152	\$171	20%	\$0	\$137	\$154	20%	\$0	\$123
E-Line Standard CoS 10Mbps Prem	\$190	20%	\$0	\$152	\$171	20%	\$0	\$137	\$154	20%	\$0	\$123
E-Line Standard CoS 20Mbps Prem	\$201	20%	\$0	\$161	\$181	20%	\$0	\$145	\$163	20%	\$0	\$130
E-Line Standard CoS 30Mbps Prem	\$213	20%	\$0	\$170	\$192	20%	\$0	\$153	\$173	20%	\$0	\$138
E-Line Standard CoS 40Mbps Prem	\$225	20%	\$0	\$180	\$202	20%	\$0	\$162	\$182	20%	\$0	\$146
E-Line Standard CoS 50Mbps Prem	\$234	20%	\$0	\$187	\$210	20%	\$0	\$168	\$189	20%	\$0	\$151
E-Line Standard CoS 100Mbps Prem	\$273	20%	\$0	\$218	\$246	20%	\$0	\$196	\$221	20%	\$0	\$177
E-Line Standard CoS 150Mbps Prem	\$306	20%	\$0	\$245	\$275	20%	\$0	\$220	\$248	20%	\$0	\$198
E-Line Standard CoS 200Mbps Prem	\$339	20%	\$0	\$271	\$305	20%	\$0	\$244	\$274	20%	\$0	\$220
E-Line Standard CoS 300Mbps Prem	\$394	20%	\$0	\$315	\$354	20%	\$0	\$284	\$319	20%	\$0	\$255
E-Line Standard CoS 400Mbps Prem	\$449	20%	\$0	\$359	\$404	20%	\$0	\$323	\$363	20%	\$0	\$291
E-Line Standard CoS 500Mbps Prem	\$493	20%	\$0	\$394	\$443	20%	\$0	\$355	\$399	20%	\$0	\$319
E-Line Standard CoS 600Mbps Prem	\$529	20%	\$0	\$424	\$476	20%	\$0	\$381	\$429	20%	\$0	\$343
E-Line Standard CoS 700Mbps Prem	\$559	20%	\$0	\$447	\$503	20%	\$0	\$402	\$453	20%	\$0	\$362
E-Line Standard CoS 800Mbps Prem	\$588	20%	\$0	\$470	\$529	20%	\$0	\$423	\$476	20%	\$0	\$381
E-Line Standard CoS 900Mbps Prem	\$617	20%	\$0	\$494	\$556	20%	\$0	\$445	\$500	20%	\$0	\$400
E-Line Standard CoS 1000Mbps Prem	\$639	20%	\$0	\$511	\$575	20%	\$0	\$460	\$518	20%	\$0	\$414
E-Line Standard CoS 2Gbps Prem	\$842	20%	\$0	\$673	\$758	20%	\$0	\$606	\$682	20%	\$0	\$545
E-Line Standard CoS 3Gbps Prem	\$895	20%	\$0	\$716	\$805	20%	\$0	\$644	\$725	20%	\$0	\$580
E-Line Standard CoS 4Gbps Prem	\$948	20%	\$0	\$758	\$853	20%	\$0	\$682	\$768	20%	\$0	\$614
E-Line Standard CoS 5Gbps Prem	\$1,001	20%	\$0	\$801	\$901	20%	\$0	\$721	\$811	20%	\$0	\$648
E-Line Standard CoS 6Gbps Prem	\$1,054	20%	\$0	\$843	\$948	20%	\$0	\$759	\$853	20%	\$0	\$683
E-Line Standard CoS 7Gbps Prem	\$1,106	20%	\$0	\$885	\$995	20%	\$0	\$796	\$896	20%	\$0	\$717
E-Line Standard CoS 8Gbps Prem	\$1,159	20%	\$0	\$927	\$1,043	20%	\$0	\$834	\$939	20%	\$0	\$751
E-Line Standard CoS 9Gbps Prem	\$1,212	20%	\$0	\$970	\$1,091	20%	\$0	\$873	\$982	20%	\$0	\$785
E-Line Standard CoS 10Gbps Prem	\$1,265	20%	\$0	\$1,012	\$1,138	20%	\$0	\$911	\$1,025	20%	\$0	\$820
E-Line Business Priority EVC 5Mbps Prem	\$209	20%	\$0	\$167	\$188	20%	\$0	\$150	\$169	20%	\$0	\$135
E-Line Business Priority EVC 10Mbps Prem	\$209	20%	\$0	\$167	\$188	20%	\$0	\$150	\$169	20%	\$0	\$135
E-Line Business Priority EVC 20Mbps Prem	\$221	20%	\$0	\$177	\$199	20%	\$0	\$159	\$179	20%	\$0	\$143
E-Line Business Priority EVC 30Mbps Prem	\$234	20%	\$0	\$187	\$211	20%	\$0	\$169	\$190	20%	\$0	\$152
E-Line Business Priority EVC 40Mbps Prem	\$247	20%	\$0	\$198	\$223	20%	\$0	\$178	\$200	20%	\$0	\$160
E-Line Business Priority EVC 50Mbps Prem	\$257	20%	\$0	\$206	\$231	20%	\$0	\$185	\$208	20%	\$0	\$166
E-Line Business Priority EVC 100Mbps Prem	\$300	20%	\$0	\$240	\$270	20%	\$0	\$216	\$243	20%	\$0	\$194
E-Line Business Priority EVC 150Mbps Prem	\$336	20%	\$0	\$269	\$303	20%	\$0	\$242	\$272	20%	\$0	\$218
E-Line Business Priority EVC 200Mbps Prem	\$373	20%	\$0	\$298	\$335	20%	\$0	\$268	\$302	20%	\$0	\$241
E-Line Business Priority EVC 300Mbps Prem	\$433	20%	\$0	\$347	\$390	20%	\$0	\$312	\$351	20%	\$0	\$281
E-Line Business Priority EVC 400Mbps Prem	\$494	20%	\$0	\$395	\$444	20%	\$0	\$355	\$400	20%	\$0	\$320
E-Line Business Priority EVC 500Mbps Prem	\$542	20%	\$0	\$434	\$488	20%	\$0	\$390	\$439	20%	\$0	\$351
E-Line Business Priority EVC 600Mbps Prem	\$582	20%	\$0	\$466	\$524	20%	\$0	\$419	\$472	20%	\$0	\$377
E-Line Business Priority EVC 700Mbps Prem	\$615	20%	\$0	\$492	\$553	20%	\$0	\$443	\$498	20%	\$0	\$398
E-Line Business Priority EVC 800Mbps Prem	\$647	20%	\$0	\$517	\$582	20%	\$0	\$466	\$524	20%	\$0	\$419
E-Line Business Priority EVC 900Mbps Prem	\$679	20%	\$0	\$543	\$611	20%	\$0	\$489	\$550	20%	\$0	\$440
E-Line Business Priority EVC 1000Mbps Prem	\$703	20%	\$0	\$563	\$633	20%	\$0	\$506	\$570	20%	\$0	\$456
E-Line Business Critical EVC 5Mbps Prem	\$218	20%	\$0	\$175	\$196	20%	\$0	\$157	\$177	20%	\$0	\$141
E-Line Business Critical EVC 10Mbps Prem	\$218	20%	\$0	\$175	\$196	20%	\$0	\$157	\$177	20%	\$0	\$141
E-Line Business Critical EVC 20Mbps Prem	\$231	20%	\$0	\$185	\$208	20%	\$0	\$167	\$187	20%	\$0	\$150
E-Line Business Critical EVC 30Mbps Prem	\$245	20%	\$0	\$196	\$220	20%	\$0	\$176	\$198	20%	\$0	\$159
E-Line Business Critical EVC 40Mbps Prem	\$258	20%	\$0	\$207	\$233	20%	\$0	\$186	\$209	20%	\$0	\$167
E-Line Business Critical EVC 50Mbps Prem	\$269	20%	\$0	\$215	\$242	20%	\$0	\$193	\$218	20%	\$0	\$174
E-Line Business Critical EVC 100Mbps Prem	\$314	20%	\$0	\$251	\$282	20%	\$0	\$226	\$254	20%	\$0	\$203
E-Line Business Critical EVC 150Mbps Prem	\$352	20%	\$0	\$281	\$316	20%	\$0	\$253	\$285	20%	\$0	\$228
E-Line Business Critical EVC 200Mbps Prem	\$390	20%	\$0	\$312	\$351	20%	\$0	\$281	\$316	20%	\$0	\$252
E-Line Business Critical EVC 300Mbps Prem	\$453	20%	\$0	\$362	\$408	20%	\$0	\$326	\$367	20%	\$0	\$293
E-Line Business Critical EVC 400Mbps Prem	\$516	20%	\$0	\$413	\$464	20%	\$0	\$372	\$418	20%	\$0	\$334
E-Line Business Critical EVC 500Mbps Prem	\$567	20%	\$0	\$453	\$510	20%	\$0	\$408	\$459	20%	\$0	\$367
E-Line Business Critical EVC 600Mbps Prem	\$609	20%	\$0	\$487	\$548	20%	\$0	\$438	\$493	20%	\$0	\$395
E-Line Business Critical EVC 700Mbps Prem	\$643	20%	\$0	\$514	\$578	20%	\$0	\$463	\$520	20%	\$0	\$416
E-Line Business Critical EVC 800Mbps Prem	\$676	20%	\$0	\$541	\$609	20%	\$0	\$487	\$548	20%	\$0	\$438
E-Line Business Critical EVC 900Mbps Prem	\$710	20%	\$0	\$568	\$639	20%	\$0	\$511	\$575	20%	\$0	\$460
E-Line Business Critical EVC 1000Mbps Prem	\$735	20%	\$0	\$588	\$662	20%	\$0	\$529	\$596	20%	\$0	\$476
E-Line Mission Critical EVC 5Mbps Prem	\$237	20%	\$0	\$190	\$213	20%	\$0	\$171	\$192	20%	\$0	\$154
E-Line Mission Critical EVC 10Mbps Prem	\$237	20%	\$0	\$190	\$213	20%	\$0	\$171	\$192	20%	\$0	\$154
E-Line Mission Critical EVC 20Mbps Prem	\$252	20%	\$0	\$201	\$226	20%	\$0	\$181	\$204	20%	\$0	\$163
E-Line Mission Critical EVC 30Mbps Prem	\$266	20%	\$0	\$213	\$240	20%	\$0	\$192	\$216	20%	\$0	\$173
E-Line Mission Critical EVC 40Mbps Prem	\$281	20%	\$0	\$225	\$253	20%	\$0	\$202	\$228	20%	\$0	\$182
E-Line Mission Critical EVC 50Mbps Prem	\$292	20%	\$0	\$234	\$263	20%	\$0	\$210	\$236	20%	\$0	\$189
E-Line Mission Critical EVC 100Mbps Prem	\$341	20%	\$0	\$273	\$307	20%	\$0	\$246	\$276	20%	\$0	\$221
E-Line Mission Critical EVC 150Mbps Prem	\$382	20%	\$0	\$306	\$344	20%	\$0	\$275	\$310	20%	\$0	\$248
E-Line Mission Critical EVC 200Mbps Prem	\$423	20%	\$0	\$339	\$381	20%	\$0	\$305	\$343	20%	\$0	\$274

E-Line Mission Critical EVC 300Mbps Prem	\$492	20%	\$0	\$394	\$443	20%	\$0	\$354	\$399	20%	\$0	\$319
E-Line Mission Critical EVC 400Mbps Prem	\$561	20%	\$0	\$449	\$505	20%	\$0	\$404	\$454	20%	\$0	\$363
E-Line Mission Critical EVC 500Mbps Prem	\$616	20%	\$0	\$493	\$554	20%	\$0	\$443	\$499	20%	\$0	\$399
E-Line Mission Critical EVC 600Mbps Prem	\$662	20%	\$0	\$529	\$596	20%	\$0	\$476	\$536	20%	\$0	\$429
E-Line Mission Critical EVC 700Mbps Prem	\$698	20%	\$0	\$559	\$629	20%	\$0	\$503	\$566	20%	\$0	\$453
E-Line Mission Critical EVC 800Mbps Prem	\$735	20%	\$0	\$588	\$662	20%	\$0	\$529	\$595	20%	\$0	\$476
E-Line Mission Critical EVC 900Mbps Prem	\$772	20%	\$0	\$617	\$695	20%	\$0	\$556	\$625	20%	\$0	\$500
E-Line Mission Critical EVC 1000Mbps Prem	\$799	20%	\$0	\$639	\$719	20%	\$0	\$575	\$647	20%	\$0	\$518
E-Line Standard EVC 5Mbps POP	\$173	20%	\$0	\$138	\$155	20%	\$0	\$124	\$140	20%	\$0	\$112
E-Line Standard EVC 10Mbps POP	\$173	20%	\$0	\$138	\$155	20%	\$0	\$124	\$140	20%	\$0	\$112
E-Line Standard EVC 20Mbps POP	\$183	20%	\$0	\$146	\$165	20%	\$0	\$132	\$148	20%	\$0	\$119
E-Line Standard EVC 30Mbps POP	\$194	20%	\$0	\$155	\$174	20%	\$0	\$140	\$157	20%	\$0	\$126
E-Line Standard EVC 40Mbps POP	\$205	20%	\$0	\$164	\$184	20%	\$0	\$147	\$166	20%	\$0	\$133
E-Line Standard EVC 50Mbps POP	\$213	20%	\$0	\$170	\$191	20%	\$0	\$153	\$172	20%	\$0	\$138
E-Line Standard EVC 100Mbps POP	\$248	20%	\$0	\$199	\$223	20%	\$0	\$179	\$201	20%	\$0	\$161
E-Line Standard EVC 150Mbps POP	\$278	20%	\$0	\$223	\$250	20%	\$0	\$200	\$225	20%	\$0	\$180
E-Line Standard EVC 200Mbps POP	\$308	20%	\$0	\$247	\$277	20%	\$0	\$222	\$250	20%	\$0	\$200
E-Line Standard EVC 300Mbps POP	\$358	20%	\$0	\$287	\$322	20%	\$0	\$258	\$290	20%	\$0	\$232
E-Line Standard EVC 400Mbps POP	\$408	20%	\$0	\$327	\$368	20%	\$0	\$294	\$331	20%	\$0	\$265
E-Line Standard EVC 500Mbps POP	\$448	20%	\$0	\$359	\$404	20%	\$0	\$323	\$363	20%	\$0	\$291
E-Line Standard EVC 600Mbps POP	\$482	20%	\$0	\$385	\$434	20%	\$0	\$347	\$390	20%	\$0	\$312
E-Line Standard EVC 700Mbps POP	\$508	20%	\$0	\$407	\$458	20%	\$0	\$366	\$412	20%	\$0	\$329
E-Line Standard EVC 800Mbps POP	\$535	20%	\$0	\$428	\$482	20%	\$0	\$385	\$433	20%	\$0	\$347
E-Line Standard EVC 900Mbps POP	\$562	20%	\$0	\$449	\$506	20%	\$0	\$404	\$455	20%	\$0	\$364
E-Line Standard EVC 1000Mbps POP	\$582	20%	\$0	\$465	\$524	20%	\$0	\$419	\$471	20%	\$0	\$377
E-Line Standard EVC 2Gbps POP	\$766	20%	\$0	\$613	\$689	20%	\$0	\$552	\$620	20%	\$0	\$496
E-Line Standard EVC 3Gbps POP	\$814	20%	\$0	\$651	\$733	20%	\$0	\$586	\$659	20%	\$0	\$528
E-Line Standard EVC 4Gbps POP	\$862	20%	\$0	\$690	\$776	20%	\$0	\$621	\$699	20%	\$0	\$559
E-Line Standard EVC 5Gbps POP	\$911	20%	\$0	\$729	\$820	20%	\$0	\$656	\$738	20%	\$0	\$590
E-Line Standard EVC 6Gbps POP	\$959	20%	\$0	\$767	\$863	20%	\$0	\$690	\$777	20%	\$0	\$621
E-Line Standard EVC 7Gbps POP	\$1,006	20%	\$0	\$805	\$906	20%	\$0	\$725	\$815	20%	\$0	\$652
E-Line Standard EVC 8Gbps POP	\$1,055	20%	\$0	\$844	\$949	20%	\$0	\$759	\$854	20%	\$0	\$683
E-Line Standard EVC 9Gbps POP	\$1,103	20%	\$0	\$882	\$993	20%	\$0	\$794	\$893	20%	\$0	\$715
E-Line Standard EVC 10Gbps POP	\$1,151	20%	\$0	\$921	\$1,036	20%	\$0	\$829	\$932	20%	\$0	\$746
E-Line Business Priority EVC 5Mbps POP	\$190	20%	\$0	\$152	\$171	20%	\$0	\$137	\$154	20%	\$0	\$123
E-Line Business Priority EVC 10Mbps POP	\$190	20%	\$0	\$152	\$171	20%	\$0	\$137	\$154	20%	\$0	\$123
E-Line Business Priority EVC 20Mbps POP	\$201	20%	\$0	\$161	\$181	20%	\$0	\$145	\$163	20%	\$0	\$131
E-Line Business Priority EVC 30Mbps POP	\$213	20%	\$0	\$171	\$192	20%	\$0	\$154	\$173	20%	\$0	\$138
E-Line Business Priority EVC 40Mbps POP	\$225	20%	\$0	\$180	\$202	20%	\$0	\$162	\$182	20%	\$0	\$146
E-Line Business Priority EVC 50Mbps POP	\$234	20%	\$0	\$187	\$210	20%	\$0	\$168	\$189	20%	\$0	\$152
E-Line Business Priority EVC 100Mbps POP	\$273	20%	\$0	\$218	\$246	20%	\$0	\$197	\$221	20%	\$0	\$177
E-Line Business Priority EVC 150Mbps POP	\$306	20%	\$0	\$245	\$275	20%	\$0	\$220	\$248	20%	\$0	\$198
E-Line Business Priority EVC 200Mbps POP	\$339	20%	\$0	\$271	\$305	20%	\$0	\$244	\$275	20%	\$0	\$220
E-Line Business Priority EVC 300Mbps POP	\$394	20%	\$0	\$315	\$355	20%	\$0	\$284	\$319	20%	\$0	\$255
E-Line Business Priority EVC 400Mbps POP	\$449	20%	\$0	\$359	\$404	20%	\$0	\$323	\$364	20%	\$0	\$291
E-Line Business Priority EVC 500Mbps POP	\$493	20%	\$0	\$395	\$444	20%	\$0	\$355	\$400	20%	\$0	\$320
E-Line Business Priority EVC 600Mbps POP	\$530	20%	\$0	\$424	\$477	20%	\$0	\$382	\$429	20%	\$0	\$343
E-Line Business Priority EVC 700Mbps POP	\$559	20%	\$0	\$447	\$503	20%	\$0	\$403	\$453	20%	\$0	\$362
E-Line Business Priority EVC 800Mbps POP	\$589	20%	\$0	\$471	\$530	20%	\$0	\$424	\$477	20%	\$0	\$381
E-Line Business Priority EVC 900Mbps POP	\$618	20%	\$0	\$494	\$556	20%	\$0	\$445	\$501	20%	\$0	\$400
E-Line Business Priority EVC 1000Mbps POP	\$640	20%	\$0	\$512	\$576	20%	\$0	\$461	\$518	20%	\$0	\$415
E-Line Business Critical EVC 5Mbps POP	\$199	20%	\$0	\$159	\$179	20%	\$0	\$143	\$161	20%	\$0	\$129
E-Line Business Critical EVC 10Mbps POP	\$199	20%	\$0	\$159	\$179	20%	\$0	\$143	\$161	20%	\$0	\$129
E-Line Business Critical EVC 20Mbps POP	\$211	20%	\$0	\$168	\$190	20%	\$0	\$152	\$171	20%	\$0	\$136
E-Line Business Critical EVC 30Mbps POP	\$223	20%	\$0	\$178	\$201	20%	\$0	\$160	\$181	20%	\$0	\$144
E-Line Business Critical EVC 40Mbps POP	\$235	20%	\$0	\$188	\$212	20%	\$0	\$169	\$191	20%	\$0	\$152
E-Line Business Critical EVC 50Mbps POP	\$244	20%	\$0	\$196	\$220	20%	\$0	\$176	\$198	20%	\$0	\$158
E-Line Business Critical EVC 100Mbps POP	\$285	20%	\$0	\$228	\$257	20%	\$0	\$206	\$231	20%	\$0	\$185
E-Line Business Critical EVC 150Mbps POP	\$320	20%	\$0	\$256	\$288	20%	\$0	\$230	\$259	20%	\$0	\$207
E-Line Business Critical EVC 200Mbps POP	\$355	20%	\$0	\$284	\$319	20%	\$0	\$255	\$287	20%	\$0	\$230
E-Line Business Critical EVC 300Mbps POP	\$412	20%	\$0	\$330	\$371	20%	\$0	\$297	\$334	20%	\$0	\$267
E-Line Business Critical EVC 400Mbps POP	\$470	20%	\$0	\$376	\$423	20%	\$0	\$338	\$380	20%	\$0	\$304
E-Line Business Critical EVC 500Mbps POP	\$516	20%	\$0	\$413	\$464	20%	\$0	\$371	\$418	20%	\$0	\$334
E-Line Business Critical EVC 600Mbps POP	\$554	20%	\$0	\$443	\$499	20%	\$0	\$399	\$449	20%	\$0	\$359
E-Line Business Critical EVC 700Mbps POP	\$585	20%	\$0	\$468	\$526	20%	\$0	\$421	\$474	20%	\$0	\$379
E-Line Business Critical EVC 800Mbps POP	\$615	20%	\$0	\$492	\$554	20%	\$0	\$443	\$498	20%	\$0	\$399
E-Line Business Critical EVC 900Mbps POP	\$646	20%	\$0	\$517	\$581	20%	\$0	\$465	\$523	20%	\$0	\$419
E-Line Business Critical EVC 1000Mbps POP	\$669	20%	\$0	\$535	\$602	20%	\$0	\$482	\$542	20%	\$0	\$434
E-Line Mission Critical EVC 5Mbps POP	\$216	20%	\$0	\$173	\$194	20%	\$0	\$155	\$175	20%	\$0	\$140
E-Line Mission Critical EVC 10Mbps POP	\$216	20%	\$0	\$173	\$194	20%	\$0	\$155	\$175	20%	\$0	\$140
E-Line Mission Critical EVC 20Mbps POP	\$229	20%	\$0	\$183	\$206	20%	\$0	\$165	\$185	20%	\$0	\$148
E-Line Mission Critical EVC 30Mbps POP	\$242	20%	\$0	\$194	\$218	20%	\$0	\$174	\$196	20%	\$0	\$157
E-Line Mission Critical EVC 40Mbps POP	\$256	20%	\$0	\$205	\$230	20%	\$0	\$184	\$207	20%	\$0	\$166
E-Line Mission Critical EVC 50Mbps POP	\$266	20%	\$0	\$213	\$239	20%	\$0	\$191	\$215	20%	\$0	\$172
E-Line Mission Critical EVC 100Mbps POP	\$310	20%	\$0	\$248	\$279	20%	\$0	\$223	\$251	20%	\$0	\$201
E-Line Mission Critical EVC 150Mbps POP	\$348	20%	\$0	\$278	\$313	20%	\$0	\$250	\$282	20%	\$0	\$225
E-Line Mission Critical EVC 200Mbps POP	\$385	20%	\$0	\$308	\$347	20%	\$0	\$277	\$312	20%	\$0	\$250
E-Line Mission Critical EVC 300Mbps POP	\$448	20%	\$0	\$358	\$403	20%	\$0	\$322	\$363	20%	\$0	\$290
E-Line Mission Critical EVC 400Mbps POP	\$510	20%	\$0	\$408	\$459	20%	\$0	\$368	\$413	20%	\$0	\$331
E-Line Mission Critical EVC 500Mbps POP	\$560	20%	\$0	\$448	\$504	20%	\$0	\$404	\$454	20%	\$0	\$363
E-Line Mission Critical EVC 600Mbps POP	\$602	20%	\$0	\$482	\$542	20%	\$0	\$434	\$488	20%	\$0	\$390
E-Line Mission Critical EVC 700Mbps POP	\$636	20%	\$0	\$508	\$572	20%	\$0	\$458	\$515	20%	\$0	\$412
E-Line Mission Critical EVC 800Mbps POP	\$669	20%	\$0	\$535	\$602	20%	\$0	\$482	\$542	20%	\$0	\$433
E-Line Mission Critical EVC 900Mbps POP	\$702	20%	\$0	\$562	\$632	20%	\$0	\$506	\$569	20%	\$0	\$455
E-Line Mission Critical EVC 1000Mbps POP	\$727	20%	\$0	\$582	\$655	20%	\$0	\$524	\$589	20%	\$0	\$471
E-LAN Standard EVC 5Mbps Prem	\$245	20%	\$0	\$196	\$221	20%	\$0	\$177	\$199	20%	\$0	\$159
E-LAN Standard EVC 10Mbps Prem	\$245	20%	\$0	\$196	\$221	20%	\$0	\$177	\$199	20%	\$0	\$159
E-LAN Standard EVC 20Mbps Prem	\$267	20%	\$0	\$214	\$241	20%	\$0	\$193	\$217	20%	\$0	\$173
E-LAN Standard EVC 30Mbps Prem	\$286	20%	\$0	\$229	\$257	20%	\$0	\$206	\$232	20%	\$0	\$185
E-LAN Standard EVC 40Mbps Prem	\$304	20%	\$0	\$243	\$274	20%	\$0	\$219	\$246	20%	\$0	\$197
E-LAN Standard EVC 50Mbps Prem	\$319	20%	\$0	\$255	\$287	20%	\$0	\$230	\$258	20%	\$0	\$207
E-LAN Standard EVC 100Mbps Prem	\$368	20%	\$0	\$294	\$331	20%	\$0	\$265	\$298	20%	\$0	\$238
E-LAN Standard EVC 150Mbps Prem	\$408	20%	\$0	\$326	\$367	20%	\$0	\$294	\$330	20%	\$0	\$264
E-LAN Standard EVC 200Mbps Prem	\$434	20%	\$0	\$347	\$391	20%	\$0	\$313	\$352	20%	\$0	\$281
E-LAN Standard EVC 300Mbps Prem	\$489	20%	\$0	\$392	\$440	20%	\$0	\$352	\$396	20%	\$0	\$317
E-LAN Standard EVC 400Mbps Prem	\$545	20%	\$0	\$436	\$490	20%	\$0	\$392	\$441	20%	\$0	\$353
E-LAN Standard EVC 500Mbps Prem	\$589	20%	\$0	\$471	\$530	20%	\$0	\$424	\$477	20%	\$0	\$382
E-LAN Standard EVC 600Mbps Prem	\$626	20%	\$0	\$500	\$563	20%	\$0	\$450	\$507	20%	\$0	\$405
E-LAN Standard EVC 700Mbps Prem	\$655	20%	\$0	\$524	\$590	20%	\$0	\$472	\$531	20%	\$0	\$424
E-LAN Standard EVC 800Mbps Prem	\$684	20%	\$0	\$548	\$616	20%	\$0	\$493	\$554	20%	\$0	\$444

E-LAN Standard EVC 900Mbps Prem	\$714	20%	\$0	\$571	\$643	20%	\$0	\$514	\$578	20%	\$0	\$463
E-LAN Standard EVC 1000Mbps Prem	\$736	20%	\$0	\$589	\$662	20%	\$0	\$530	\$596	20%	\$0	\$477
E-LAN Standard EVC 2Gbps Prem	\$845	20%	\$0	\$676	\$760	20%	\$0	\$608	\$684	20%	\$0	\$547
E-LAN Standard EVC 3Gbps Prem	\$875	20%	\$0	\$700	\$787	20%	\$0	\$630	\$708	20%	\$0	\$567
E-LAN Standard EVC 4Gbps Prem	\$944	20%	\$0	\$755	\$849	20%	\$0	\$680	\$765	20%	\$0	\$612
E-LAN Standard EVC 5Gbps Prem	\$1,013	20%	\$0	\$811	\$912	20%	\$0	\$729	\$821	20%	\$0	\$657
E-LAN Standard EVC 6Gbps Prem	\$1,054	20%	\$0	\$843	\$948	20%	\$0	\$759	\$853	20%	\$0	\$683
E-LAN Standard EVC 7Gbps Prem	\$1,106	20%	\$0	\$885	\$995	20%	\$0	\$796	\$896	20%	\$0	\$717
E-LAN Standard EVC 8Gbps Prem	\$1,159	20%	\$0	\$927	\$1,043	20%	\$0	\$834	\$939	20%	\$0	\$751
E-LAN Standard EVC 9Gbps Prem	\$1,212	20%	\$0	\$970	\$1,091	20%	\$0	\$873	\$982	20%	\$0	\$785
E-LAN Standard EVC 10Gbps Prem	\$1,265	20%	\$0	\$1,012	\$1,138	20%	\$0	\$911	\$1,025	20%	\$0	\$820
E-LAN Business Priority EVC 5Mbps Prem	\$270	20%	\$0	\$216	\$243	20%	\$0	\$194	\$218	20%	\$0	\$175



E-LAN Business Priority EVC 10Mbps Prem	\$270	20%	\$0	\$216	\$243	20%	\$0	\$194	\$219	20%	\$0	\$175
E-LAN Business Priority EVC 20Mbps Prem	\$294	20%	\$0	\$235	\$265	20%	\$0	\$212	\$238	20%	\$0	\$191
E-LAN Business Priority EVC 30Mbps Prem	\$314	20%	\$0	\$252	\$283	20%	\$0	\$226	\$255	20%	\$0	\$204
E-LAN Business Priority EVC 40Mbps Prem	\$335	20%	\$0	\$268	\$301	20%	\$0	\$241	\$271	20%	\$0	\$217
E-LAN Business Priority EVC 50Mbps Prem	\$351	20%	\$0	\$281	\$316	20%	\$0	\$253	\$284	20%	\$0	\$227
E-LAN Business Priority EVC 100Mbps Prem	\$405	20%	\$0	\$324	\$364	20%	\$0	\$291	\$328	20%	\$0	\$262
E-LAN Business Priority EVC 150Mbps Prem	\$449	20%	\$0	\$359	\$404	20%	\$0	\$323	\$363	20%	\$0	\$291
E-LAN Business Priority EVC 200Mbps Prem	\$478	20%	\$0	\$382	\$430	20%	\$0	\$344	\$387	20%	\$0	\$310
E-LAN Business Priority EVC 300Mbps Prem	\$538	20%	\$0	\$431	\$485	20%	\$0	\$388	\$436	20%	\$0	\$349
E-LAN Business Priority EVC 400Mbps Prem	\$599	20%	\$0	\$479	\$539	20%	\$0	\$431	\$485	20%	\$0	\$388
E-LAN Business Priority EVC 500Mbps Prem	\$648	20%	\$0	\$518	\$583	20%	\$0	\$466	\$525	20%	\$0	\$420
E-LAN Business Priority EVC 600Mbps Prem	\$688	20%	\$0	\$551	\$619	20%	\$0	\$495	\$557	20%	\$0	\$446
E-LAN Business Priority EVC 700Mbps Prem	\$721	20%	\$0	\$576	\$648	20%	\$0	\$519	\$584	20%	\$0	\$467
E-LAN Business Priority EVC 800Mbps Prem	\$753	20%	\$0	\$602	\$678	20%	\$0	\$542	\$610	20%	\$0	\$488
E-LAN Business Priority EVC 900Mbps Prem	\$785	20%	\$0	\$628	\$707	20%	\$0	\$565	\$636	20%	\$0	\$509
E-LAN Business Priority EVC 1000Mbps Prem	\$810	20%	\$0	\$648	\$729	20%	\$0	\$583	\$656	20%	\$0	\$525
E-LAN Business Critical EVC 5Mbps Prem	\$282	20%	\$0	\$226	\$254	20%	\$0	\$203	\$228	20%	\$0	\$183
E-LAN Business Critical EVC 10Mbps Prem	\$282	20%	\$0	\$226	\$254	20%	\$0	\$203	\$229	20%	\$0	\$183
E-LAN Business Critical EVC 20Mbps Prem	\$308	20%	\$0	\$246	\$277	20%	\$0	\$221	\$249	20%	\$0	\$199
E-LAN Business Critical EVC 30Mbps Prem	\$329	20%	\$0	\$263	\$296	20%	\$0	\$237	\$266	20%	\$0	\$213
E-LAN Business Critical EVC 40Mbps Prem	\$350	20%	\$0	\$280	\$315	20%	\$0	\$252	\$283	20%	\$0	\$227
E-LAN Business Critical EVC 50Mbps Prem	\$367	20%	\$0	\$293	\$330	20%	\$0	\$264	\$297	20%	\$0	\$238
E-LAN Business Critical EVC 100Mbps Prem	\$423	20%	\$0	\$339	\$381	20%	\$0	\$305	\$343	20%	\$0	\$274
E-LAN Business Critical EVC 150Mbps Prem	\$469	20%	\$0	\$375	\$422	20%	\$0	\$338	\$380	20%	\$0	\$304
E-LAN Business Critical EVC 200Mbps Prem	\$499	20%	\$0	\$399	\$449	20%	\$0	\$360	\$404	20%	\$0	\$324
E-LAN Business Critical EVC 300Mbps Prem	\$563	20%	\$0	\$450	\$507	20%	\$0	\$405	\$456	20%	\$0	\$365
E-LAN Business Critical EVC 400Mbps Prem	\$626	20%	\$0	\$501	\$564	20%	\$0	\$451	\$507	20%	\$0	\$406
E-LAN Business Critical EVC 500Mbps Prem	\$677	20%	\$0	\$542	\$609	20%	\$0	\$488	\$548	20%	\$0	\$439
E-LAN Business Critical EVC 600Mbps Prem	\$719	20%	\$0	\$576	\$647	20%	\$0	\$518	\$583	20%	\$0	\$466
E-LAN Business Critical EVC 700Mbps Prem	\$753	20%	\$0	\$603	\$678	20%	\$0	\$542	\$610	20%	\$0	\$488
E-LAN Business Critical EVC 800Mbps Prem	\$787	20%	\$0	\$630	\$708	20%	\$0	\$567	\$638	20%	\$0	\$510
E-LAN Business Critical EVC 900Mbps Prem	\$821	20%	\$0	\$657	\$739	20%	\$0	\$591	\$665	20%	\$0	\$532
E-LAN Business Critical EVC 1000Mbps Prem	\$846	20%	\$0	\$677	\$762	20%	\$0	\$609	\$686	20%	\$0	\$548
E-LAN Mission Critical EVC 5Mbps Prem	\$306	20%	\$0	\$245	\$276	20%	\$0	\$221	\$248	20%	\$0	\$199
E-LAN Mission Critical EVC 10Mbps Prem	\$307	20%	\$0	\$245	\$276	20%	\$0	\$221	\$248	20%	\$0	\$199
E-LAN Mission Critical EVC 20Mbps Prem	\$334	20%	\$0	\$267	\$301	20%	\$0	\$241	\$271	20%	\$0	\$217
E-LAN Mission Critical EVC 30Mbps Prem	\$357	20%	\$0	\$286	\$322	20%	\$0	\$257	\$289	20%	\$0	\$232
E-LAN Mission Critical EVC 40Mbps Prem	\$380	20%	\$0	\$304	\$342	20%	\$0	\$274	\$308	20%	\$0	\$246
E-LAN Mission Critical EVC 50Mbps Prem	\$399	20%	\$0	\$319	\$359	20%	\$0	\$287	\$323	20%	\$0	\$258
E-LAN Mission Critical EVC 100Mbps Prem	\$460	20%	\$0	\$368	\$414	20%	\$0	\$331	\$373	20%	\$0	\$298
E-LAN Mission Critical EVC 150Mbps Prem	\$510	20%	\$0	\$408	\$459	20%	\$0	\$367	\$413	20%	\$0	\$330
E-LAN Mission Critical EVC 200Mbps Prem	\$543	20%	\$0	\$434	\$489	20%	\$0	\$391	\$440	20%	\$0	\$352
E-LAN Mission Critical EVC 300Mbps Prem	\$612	20%	\$0	\$489	\$551	20%	\$0	\$440	\$496	20%	\$0	\$396
E-LAN Mission Critical EVC 400Mbps Prem	\$681	20%	\$0	\$545	\$613	20%	\$0	\$490	\$551	20%	\$0	\$441
E-LAN Mission Critical EVC 500Mbps Prem	\$736	20%	\$0	\$589	\$662	20%	\$0	\$530	\$596	20%	\$0	\$477
E-LAN Mission Critical EVC 600Mbps Prem	\$782	20%	\$0	\$626	\$704	20%	\$0	\$563	\$633	20%	\$0	\$507
E-LAN Mission Critical EVC 700Mbps Prem	\$819	20%	\$0	\$655	\$737	20%	\$0	\$590	\$663	20%	\$0	\$531
E-LAN Mission Critical EVC 800Mbps Prem	\$856	20%	\$0	\$684	\$770	20%	\$0	\$616	\$693	20%	\$0	\$554
E-LAN Mission Critical EVC 900Mbps Prem	\$892	20%	\$0	\$714	\$803	20%	\$0	\$643	\$723	20%	\$0	\$578
E-LAN Mission Critical EVC 1000Mbps Prem	\$920	20%	\$0	\$736	\$828	20%	\$0	\$662	\$745	20%	\$0	\$596
E-LAN Standard EVC 5Mbps POP	\$223	20%	\$0	\$178	\$201	20%	\$0	\$161	\$181	20%	\$0	\$145
E-LAN Standard EVC 10Mbps POP	\$223	20%	\$0	\$179	\$201	20%	\$0	\$161	\$181	20%	\$0	\$145
E-LAN Standard EVC 20Mbps POP	\$243	20%	\$0	\$195	\$219	20%	\$0	\$175	\$197	20%	\$0	\$158
E-LAN Standard EVC 30Mbps POP	\$260	20%	\$0	\$208	\$234	20%	\$0	\$187	\$211	20%	\$0	\$169
E-LAN Standard EVC 40Mbps POP	\$277	20%	\$0	\$221	\$249	20%	\$0	\$199	\$224	20%	\$0	\$179
E-LAN Standard EVC 50Mbps POP	\$290	20%	\$0	\$232	\$261	20%	\$0	\$209	\$235	20%	\$0	\$188
E-LAN Standard EVC 100Mbps POP	\$335	20%	\$0	\$268	\$301	20%	\$0	\$241	\$271	20%	\$0	\$217
E-LAN Standard EVC 150Mbps POP	\$371	20%	\$0	\$297	\$334	20%	\$0	\$267	\$301	20%	\$0	\$240
E-LAN Standard EVC 200Mbps POP	\$395	20%	\$0	\$316	\$356	20%	\$0	\$285	\$320	20%	\$0	\$256
E-LAN Standard EVC 300Mbps POP	\$445	20%	\$0	\$356	\$401	20%	\$0	\$321	\$361	20%	\$0	\$289
E-LAN Standard EVC 400Mbps POP	\$496	20%	\$0	\$396	\$446	20%	\$0	\$357	\$401	20%	\$0	\$321
E-LAN Standard EVC 500Mbps POP	\$536	20%	\$0	\$429	\$482	20%	\$0	\$386	\$434	20%	\$0	\$347
E-LAN Standard EVC 600Mbps POP	\$569	20%	\$0	\$455	\$512	20%	\$0	\$410	\$461	20%	\$0	\$369
E-LAN Standard EVC 700Mbps POP	\$596	20%	\$0	\$477	\$536	20%	\$0	\$429	\$483	20%	\$0	\$386
E-LAN Standard EVC 800Mbps POP	\$623	20%	\$0	\$498	\$561	20%	\$0	\$448	\$505	20%	\$0	\$404
E-LAN Standard EVC 900Mbps POP	\$650	20%	\$0	\$520	\$585	20%	\$0	\$468	\$526	20%	\$0	\$421
E-LAN Standard EVC 1000Mbps POP	\$670	20%	\$0	\$536	\$603	20%	\$0	\$482	\$542	20%	\$0	\$434
E-LAN Standard EVC 2Gbps POP	\$769	20%	\$0	\$615	\$692	20%	\$0	\$554	\$623	20%	\$0	\$498
E-LAN Standard EVC 3Gbps POP	\$796	20%	\$0	\$637	\$716	20%	\$0	\$573	\$645	20%	\$0	\$516
E-LAN Standard EVC 4Gbps POP	\$859	20%	\$0	\$687	\$773	20%	\$0	\$618	\$696	20%	\$0	\$557
E-LAN Standard EVC 5Gbps POP	\$922	20%	\$0	\$738	\$830	20%	\$0	\$664	\$747	20%	\$0	\$597
E-LAN Standard EVC 6Gbps POP	\$959	20%	\$0	\$767	\$863	20%	\$0	\$690	\$777	20%	\$0	\$621
E-LAN Standard EVC 7Gbps POP	\$1,006	20%	\$0	\$805	\$906	20%	\$0	\$725	\$815	20%	\$0	\$652
E-LAN Standard EVC 8Gbps POP	\$1,055	20%	\$0	\$844	\$949	20%	\$0	\$759	\$854	20%	\$0	\$683
E-LAN Standard EVC 9Gbps POP	\$1,103	20%	\$0	\$882	\$993	20%	\$0	\$794	\$893	20%	\$0	\$715
E-LAN Standard EVC 10Gbps POP	\$1,151	20%	\$0	\$921	\$1,036	20%	\$0	\$829	\$932	20%	\$0	\$746
E-LAN Business Priority EVC 5Mbps POP	\$245	20%	\$0	\$196	\$221	20%	\$0	\$177	\$199	20%	\$0	\$159
E-LAN Business Priority EVC 10Mbps POP	\$246	20%	\$0	\$196	\$221	20%	\$0	\$177	\$199	20%	\$0	\$159
E-LAN Business Priority EVC 20Mbps POP	\$268	20%	\$0	\$214	\$241	20%	\$0	\$193	\$217	20%	\$0	\$173
E-LAN Business Priority EVC 30Mbps POP	\$286	20%	\$0	\$229	\$257	20%	\$0	\$206	\$232	20%	\$0	\$185
E-LAN Business Priority EVC 40Mbps POP	\$305	20%	\$0	\$244	\$274	20%	\$0	\$219	\$247	20%	\$0	\$197
E-LAN Business Priority EVC 50Mbps POP	\$319	20%	\$0	\$255	\$287	20%	\$0	\$230	\$259	20%	\$0	\$207
E-LAN Business Priority EVC 100Mbps POP	\$368	20%	\$0	\$295	\$332	20%	\$0	\$265	\$298	20%	\$0	\$239
E-LAN Business Priority EVC 150Mbps POP	\$408	20%	\$0	\$327	\$367	20%	\$0	\$294	\$331	20%	\$0	\$264
E-LAN Business Priority EVC 200Mbps POP	\$435	20%	\$0	\$348	\$391	20%	\$0	\$313	\$352	20%	\$0	\$282
E-LAN Business Priority EVC 300Mbps POP	\$490	20%	\$0	\$392	\$441	20%	\$0	\$353	\$397	20%	\$0	\$317
E-LAN Business Priority EVC 400Mbps POP	\$545	20%	\$0	\$436	\$491	20%	\$0	\$393	\$442	20%	\$0	\$353

E-LAN Business Priority EVC 500Mbps POP	\$589	20%	\$0	\$472	\$530	20%	\$0	\$424	\$477	20%	\$0	\$382
E-LAN Business Priority EVC 600Mbps POP	\$626	20%	\$0	\$501	\$564	20%	\$0	\$451	\$507	20%	\$0	\$406
E-LAN Business Priority EVC 700Mbps POP	\$656	20%	\$0	\$525	\$590	20%	\$0	\$472	\$531	20%	\$0	\$425
E-LAN Business Priority EVC 800Mbps POP	\$685	20%	\$0	\$548	\$617	20%	\$0	\$493	\$555	20%	\$0	\$444
E-LAN Business Priority EVC 900Mbps POP	\$715	20%	\$0	\$572	\$643	20%	\$0	\$515	\$579	20%	\$0	\$463
E-LAN Business Priority EVC 1000Mbps POP	\$737	20%	\$0	\$589	\$663	20%	\$0	\$530	\$597	20%	\$0	\$477
E-LAN Business Critical EVC 5Mbps POP	\$282	20%	\$0	\$226	\$231	20%	\$0	\$185	\$208	20%	\$0	\$166
E-LAN Business Critical EVC 10Mbps POP	\$282	20%	\$0	\$226	\$231	20%	\$0	\$185	\$208	20%	\$0	\$166
E-LAN Business Critical EVC 20Mbps POP	\$308	20%	\$0	\$246	\$252	20%	\$0	\$201	\$227	20%	\$0	\$181
E-LAN Business Critical EVC 30Mbps POP	\$329	20%	\$0	\$263	\$269	20%	\$0	\$215	\$242	20%	\$0	\$194
E-LAN Business Critical EVC 40Mbps POP	\$350	20%	\$0	\$280	\$287	20%	\$0	\$229	\$258	20%	\$0	\$206
E-LAN Business Critical EVC 50Mbps POP	\$367	20%	\$0	\$294	\$300	20%	\$0	\$240	\$270	20%	\$0	\$216
E-LAN Business Critical EVC 100Mbps POP	\$424	20%	\$0	\$339	\$347	20%	\$0	\$277	\$312	20%	\$0	\$250
E-LAN Business Critical EVC 150Mbps POP	\$469	20%	\$0	\$375	\$384	20%	\$0	\$307	\$346	20%	\$0	\$277
E-LAN Business Critical EVC 200Mbps POP	\$500	20%	\$0	\$400	\$409	20%	\$0	\$327	\$368	20%	\$0	\$294
E-LAN Business Critical EVC 300Mbps POP	\$563	20%	\$0	\$451	\$461	20%	\$0	\$369	\$415	20%	\$0	\$332
E-LAN Business Critical EVC 400Mbps POP	\$627	20%	\$0	\$502	\$513	20%	\$0	\$410	\$462	20%	\$0	\$369
E-LAN Business Critical EVC 500Mbps POP	\$678	20%	\$0	\$542	\$555	20%	\$0	\$444	\$499	20%	\$0	\$399
E-LAN Business Critical EVC 600Mbps POP	\$720	20%	\$0	\$576	\$589	20%	\$0	\$471	\$530	20%	\$0	\$424
E-LAN Business Critical EVC 700Mbps POP	\$754	20%	\$0	\$603	\$617	20%	\$0	\$494	\$555	20%	\$0	\$444
E-LAN Business Critical EVC 800Mbps POP	\$788	20%	\$0	\$630	\$645	20%	\$0	\$516	\$580	20%	\$0	\$464
E-LAN Business Critical EVC 900Mbps POP	\$822	20%	\$0	\$657	\$672	20%	\$0	\$538	\$605	20%	\$0	\$484
E-LAN Business Critical EVC 1000Mbps POP	\$847	20%	\$0	\$678	\$693	20%	\$0	\$555	\$624	20%	\$0	\$499
E-LAN Mission Critical EVC 5Mbps POP	\$307	20%	\$0	\$245	\$251	20%	\$0	\$201	\$226	20%	\$0	\$181
E-LAN Mission Critical EVC 10Mbps POP	\$307	20%	\$0	\$246	\$251	20%	\$0	\$201	\$226	20%	\$0	\$181
E-LAN Mission Critical EVC 20Mbps POP	\$335	20%	\$0	\$268	\$274	20%	\$0	\$219	\$246	20%	\$0	\$197
E-LAN Mission Critical EVC 30Mbps POP	\$358	20%	\$0	\$286	\$293	20%	\$0	\$234	\$263	20%	\$0	\$211
E-LAN Mission Critical EVC 40Mbps POP	\$381	20%	\$0	\$305	\$311	20%	\$0	\$249	\$280	20%	\$0	\$224
E-LAN Mission Critical EVC 50Mbps POP	\$399	20%	\$0	\$319	\$327	20%	\$0	\$261	\$294	20%	\$0	\$235
E-LAN Mission Critical EVC 100Mbps POP	\$460	20%	\$0	\$368	\$377	20%	\$0	\$301	\$339	20%	\$0	\$271
E-LAN Mission Critical EVC 150Mbps POP	\$510	20%	\$0	\$408	\$417	20%	\$0	\$334	\$376	20%	\$0	\$301
E-LAN Mission Critical EVC 200Mbps POP	\$543	20%	\$0	\$435	\$445	20%	\$0	\$356	\$400	20%	\$0	\$320
E-LAN Mission Critical EVC 300Mbps POP	\$612	20%	\$0	\$490	\$501	20%	\$0	\$401	\$451	20%	\$0	\$361
E-LAN Mission Critical EVC 400Mbps POP	\$681	20%	\$0	\$545	\$558	20%	\$0	\$446	\$502	20%	\$0	\$401
E-LAN Mission Critical EVC 500Mbps POP	\$737	20%	\$0	\$589	\$603	20%	\$0	\$482	\$542	20%	\$0	\$434
E-LAN Mission Critical EVC 600Mbps POP	\$783	20%	\$0	\$626	\$640	20%	\$0	\$512	\$576	20%	\$0	\$461
E-LAN Mission Critical EVC 700Mbps POP	\$820	20%	\$0	\$656	\$671	20%	\$0	\$536	\$604	20%	\$0	\$483
E-LAN Mission Critical EVC 800Mbps POP	\$856	20%	\$0	\$685	\$701	20%	\$0	\$561	\$631	20%	\$0	\$505
E-LAN Mission Critical EVC 900Mbps POP	\$893	20%	\$0	\$715	\$731	20%	\$0	\$585	\$658	20%	\$0	\$526
E-LAN Mission Critical EVC 1000Mbps POP	\$921	20%	\$0	\$737	\$753	20%	\$0	\$603	\$678	20%	\$0	\$542
EVPL Standard EVC 5Mbps Prem	\$306	20%	\$0	\$245	\$276	20%	\$0	\$221	\$248	20%	\$0	\$199
EVPL Standard EVC 10Mbps Prem	\$307	20%	\$0	\$245	\$276	20%	\$0	\$221	\$248	20%	\$0	\$199
EVPL Standard EVC 20Mbps Prem	\$334	20%	\$0	\$267	\$301	20%	\$0	\$241	\$271	20%	\$0	\$217
EVPL Standard EVC 30Mbps Prem	\$357	20%	\$0	\$286	\$322	20%	\$0	\$257	\$289	20%	\$0	\$232
EVPL Standard EVC 40Mbps Prem	\$380	20%	\$0	\$304	\$342	20%	\$0	\$274	\$308	20%	\$0	\$246
EVPL Standard EVC 50Mbps Prem	\$399	20%	\$0	\$319	\$359	20%	\$0	\$287	\$323	20%	\$0	\$258
EVPL Standard EVC 100Mbps Prem	\$460	20%	\$0	\$368	\$414	20%	\$0	\$331	\$373	20%	\$0	\$298
EVPL Standard EVC 150Mbps Prem	\$510	20%	\$0	\$408	\$459	20%	\$0	\$367	\$413	20%	\$0	\$330
EVPL Standard EVC 200Mbps Prem	\$543	20%	\$0	\$434	\$489	20%	\$0	\$391	\$440	20%	\$0	\$352
EVPL Standard EVC 300Mbps Prem	\$612	20%	\$0	\$490	\$551	20%	\$0	\$440	\$496	20%	\$0	\$396
EVPL Standard EVC 400Mbps Prem	\$681	20%	\$0	\$545	\$613	20%	\$0	\$490	\$551	20%	\$0	\$441
EVPL Standard EVC 500Mbps Prem	\$736	20%	\$0	\$589	\$662	20%	\$0	\$530	\$596	20%	\$0	\$477
EVPL Standard EVC 600Mbps Prem	\$782	20%	\$0	\$626	\$704	20%	\$0	\$563	\$633	20%	\$0	\$507
EVPL Standard EVC 700Mbps Prem	\$819	20%	\$0	\$655	\$737	20%	\$0	\$590	\$663	20%	\$0	\$531
EVPL Standard EVC 800Mbps Prem	\$856	20%	\$0	\$684	\$770	20%	\$0	\$616	\$693	20%	\$0	\$554
EVPL Standard EVC 900Mbps Prem	\$892	20%	\$0	\$714	\$803	20%	\$0	\$643	\$723	20%	\$0	\$578
EVPL Standard EVC 1000Mbps Prem	\$920	20%	\$0	\$736	\$828	20%	\$0	\$662	\$745	20%	\$0	\$596
EVPL Standard EVC 2Gbps Prem	\$1,056	20%	\$0	\$845	\$950	20%	\$0	\$760	\$855	20%	\$0	\$684
EVPL Standard EVC 3Gbps Prem	\$1,093	20%	\$0	\$875	\$984	20%	\$0	\$787	\$886	20%	\$0	\$708
EVPL Standard EVC 4Gbps Prem	\$1,180	20%	\$0	\$944	\$1,062	20%	\$0	\$849	\$956	20%	\$0	\$765
EVPL Standard EVC 5Gbps Prem	\$1,266	20%	\$0	\$1,013	\$1,140	20%	\$0	\$912	\$1,026	20%	\$0	\$821
EVPL Standard EVC 6Gbps Prem	\$1,317	20%	\$0	\$1,054	\$1,185	20%	\$0	\$948	\$1,067	20%	\$0	\$853
EVPL Standard EVC 7Gbps Prem	\$1,382	20%	\$0	\$1,106	\$1,244	20%	\$0	\$995	\$1,120	20%	\$0	\$896
EVPL Standard EVC 8Gbps Prem	\$1,449	20%	\$0	\$1,159	\$1,304	20%	\$0	\$1,043	\$1,173	20%	\$0	\$939
EVPL Standard EVC 9Gbps Prem	\$1,515	20%	\$0	\$1,212	\$1,363	20%	\$0	\$1,091	\$1,227	20%	\$0	\$982
EVPL Standard EVC 10Gbps Prem	\$1,581	20%	\$0	\$1,265	\$1,423	20%	\$0	\$1,138	\$1,281	20%	\$0	\$1,025
EVPL Business Priority EVC 5Mbps Prem	\$337	20%	\$0	\$270	\$303	20%	\$0	\$243	\$273	20%	\$0	\$218
EVPL Business Priority EVC 10Mbps Prem	\$337	20%	\$0	\$270	\$304	20%	\$0	\$243	\$273	20%	\$0	\$219
EVPL Business Priority EVC 20Mbps Prem	\$368	20%	\$0	\$294	\$331	20%	\$0	\$265	\$298	20%	\$0	\$238
EVPL Business Priority EVC 30Mbps Prem	\$393	20%	\$0	\$314	\$354	20%	\$0	\$283	\$318	20%	\$0	\$255
EVPL Business Priority EVC 40Mbps Prem	\$418	20%	\$0	\$335	\$376	20%	\$0	\$301	\$339	20%	\$0	\$271
EVPL Business Priority EVC 50Mbps Prem	\$439	20%	\$0	\$351	\$395	20%	\$0	\$316	\$355	20%	\$0	\$284
EVPL Business Priority EVC 100Mbps Prem	\$506	20%	\$0	\$405	\$455	20%	\$0	\$364	\$410	20%	\$0	\$328
EVPL Business Priority EVC 150Mbps Prem	\$561	20%	\$0	\$449	\$505	20%	\$0	\$404	\$454	20%	\$0	\$363
EVPL Business Priority EVC 200Mbps Prem	\$597	20%	\$0	\$478	\$537	20%	\$0	\$430	\$484	20%	\$0	\$387
EVPL Business Priority EVC 300Mbps Prem	\$673	20%	\$0	\$538	\$606	20%	\$0	\$485	\$545	20%	\$0	\$436
EVPL Business Priority EVC 400Mbps Prem	\$749	20%	\$0	\$599	\$674	20%	\$0	\$539	\$607	20%	\$0	\$485
EVPL Business Priority EVC 500Mbps Prem	\$810	20%	\$0	\$648	\$729	20%	\$0	\$583	\$656	20%	\$0	\$525
EVPL Business Priority EVC 600Mbps Prem	\$860	20%	\$0	\$688	\$774	20%	\$0	\$619	\$697	20%	\$0	\$557
EVPL Business Priority EVC 700Mbps Prem	\$901	20%	\$0	\$721	\$811	20%	\$0	\$648	\$730	20%	\$0	\$584
EVPL Business Priority EVC 800Mbps Prem	\$941	20%	\$0	\$753	\$847	20%	\$0	\$678	\$762	20%	\$0	\$610
EVPL Business Priority EVC 900Mbps Prem	\$982	20%	\$0	\$785	\$883	20%	\$0	\$707	\$795	20%	\$0	\$636
EVPL Business Priority EVC 1000Mbps Prem	\$1,012	20%	\$0	\$810	\$911	20%	\$0	\$729	\$820	20%	\$0	\$656
EVPL Business Critical EVC 5Mbps Prem	\$352	20%	\$0	\$282	\$317	20%	\$0	\$254	\$285	20%	\$0	\$228
EVPL Business Critical EVC 10Mbps Prem	\$353	20%	\$0	\$282	\$317	20%	\$0	\$254	\$286	20%	\$0	\$229
EVPL Business Critical EVC 20Mbps Prem	\$384	20%	\$0	\$308	\$346	20%	\$0	\$277	\$311	20%	\$0	\$249
EVPL Business Critical EVC 30Mbps Prem	\$411	20%	\$0	\$329	\$370	20%	\$0	\$296	\$333	20%	\$0	\$266
EVPL Business Critical EVC 40Mbps Prem	\$437	20%	\$0	\$350	\$394	20%	\$0	\$315	\$354	20%	\$0	\$283
EVPL Business Critical EVC 50Mbps Prem	\$458	20%	\$0	\$367	\$413	20%	\$0	\$330	\$371	20%	\$0	\$297
EVPL Business Critical EVC 100Mbps Prem	\$529	20%	\$0	\$423	\$476	20%	\$0	\$381	\$428	20%	\$0	\$343
EVPL Business Critical EVC 150Mbps Prem	\$586	20%	\$0	\$469	\$528	20%	\$0	\$422	\$475	20%	\$0	\$380
EVPL Business Critical EVC 200Mbps Prem	\$624	20%	\$0	\$499	\$562	20%	\$0	\$449	\$506	20%	\$0	\$404
EVPL Business Critical EVC 300Mbps Prem	\$704	20%	\$0	\$563	\$633	20%	\$0	\$507	\$570	20%	\$0	\$456
EVPL Business Critical EVC 400Mbps Prem	\$783	20%	\$0	\$626	\$705	20%	\$0	\$564	\$634	20%	\$0	\$507
EVPL Business Critical EVC 500Mbps Prem	\$846	20%	\$0	\$677	\$762	20%	\$0	\$609	\$686	20%	\$0	\$548
EVPL Business Critical EVC 600Mbps Prem	\$899	20%	\$0	\$719	\$809	20%	\$0	\$647	\$728	20%	\$0	\$583
EVPL Business Critical EVC 700Mbps Prem	\$942	20%	\$0	\$753	\$847	20%	\$0	\$678	\$763	20%	\$0	\$610
EVPL Business Critical EVC 800Mbps Prem	\$984	20%	\$0	\$787	\$886	20%	\$0	\$708	\$797	20%	\$0	\$638
EVPL Business Critical EVC 900Mbps Prem	\$1,026	20%	\$0	\$821	\$924	20%	\$0	\$739	\$831	20%	\$0	\$665
EVPL Business Critical EVC 1000Mbps Prem	\$1,058	20%	\$0	\$846	\$952	20%	\$0	\$762	\$857	20%	\$0	\$686



Internet Bundle 10Mbps	\$125	0%	\$250	\$100	\$110	0%	\$0	\$110	\$105	0%	\$0	\$105
Internet Bundle 20Mbps	\$160	0%	\$250	\$128	\$140	0%	\$0	\$140	\$135	0%	\$0	\$135
Internet Bundle 30Mbps	\$190	0%	\$250	\$152	\$165	0%	\$0	\$165	\$155	0%	\$0	\$155
Internet Bundle 40Mbps	\$225	0%	\$250	\$180	\$195	0%	\$0	\$195	\$185	0%	\$0	\$185
Internet Bundle 50Mbps	\$260	0%	\$250	\$208	\$225	0%	\$0	\$225	\$215	0%	\$0	\$215
Internet Bundle 60Mbps	\$300	0%	\$250	\$240	\$260	0%	\$0	\$260	\$245	0%	\$0	\$245
Internet Bundle 70Mbps	\$345	0%	\$250	\$276	\$300	0%	\$0	\$300	\$285	0%	\$0	\$285
Internet Bundle 80Mbps	\$385	0%	\$250	\$308	\$335	0%	\$0	\$335	\$320	0%	\$0	\$320
Internet Bundle 90Mbps	\$430	0%	\$250	\$344	\$375	0%	\$0	\$375	\$355	0%	\$0	\$355
Internet Bundle 100Mbps	\$465	0%	\$250	\$372	\$405	0%	\$0	\$405	\$385	0%	\$0	\$385
Internet Bundle 150Mbps	\$545	0%	\$250	\$436	\$475	0%	\$0	\$475	\$450	0%	\$0	\$450
Internet Bundle 200Mbps	\$620	0%	\$250	\$496	\$540	0%	\$0	\$540	\$515	0%	\$0	\$515
Internet Bundle 300Mbps	\$780	0%	\$250	\$624	\$680	0%	\$0	\$680	\$645	0%	\$0	\$645
Internet Bundle 400Mbps	\$935	0%	\$250	\$748	\$815	0%	\$0	\$815	\$775	0%	\$0	\$775
Internet Bundle 500Mbps	\$1,100	0%	\$250	\$880	\$955	0%	\$0	\$955	\$905	0%	\$0	\$905
Internet Bundle 600Mbps	\$1,260	0%	\$250	\$1,008	\$1,095	0%	\$0	\$1,095	\$1,040	0%	\$0	\$1,040
Internet Bundle 700Mbps	\$1,410	0%	\$250	\$1,128	\$1,225	0%	\$0	\$1,225	\$1,165	0%	\$0	\$1,165
Internet Bundle 800Mbps	\$1,570	0%	\$250	\$1,256	\$1,365	0%	\$0	\$1,365	\$1,295	0%	\$0	\$1,295
Internet Bundle 900Mbps	\$1,725	0%	\$250	\$1,380	\$1,500	0%	\$0	\$1,500	\$1,425	0%	\$0	\$1,425
Construction												
Fiber Lateral Construction	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Labor												
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per-Hour Business Days, 7:01 AM to 6:59 PM with 48 Hours Notice (4 hour minimum)		0%		\$200		0%		\$200		0%		\$200
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour Business Days, 7:00 PM to 7:00 AM with 48 Hours Notice (4 hour minimum)		0%		\$300		0%		\$300		0%		\$300
Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour		0%		\$400		0%		\$400		0%		\$400

\*\* Once a total of 24 months of the Monthly Recurring Cost have been paid by one or more Using Agency(ies) for Services in a given building, the Monthly Recurring Cost for the Fiber Lateral Construction line item for all Using Agencies with Services within that building will be eliminated. The building will then be reclassified as on-net for existing and future Using Agencies.

**Billing Structure Description:**  
 All pricing is per-node unless otherwise specified. The standard pricing tables apply only to on-net locations where Crown Castle Fiber has existing fiber. Special Construction charges may apply for off-net locations. "Off-Schedule" is defined as any existing technology with customized configurations that are not listed in the pricing schedule.

Pricing noted as ICB is done so due to variables that cannot be determined until the scope of the required work has been realized. This pricing will be based on the cost of providing the requested service.

- Notes:**
- Bundled Discount. For Ethernet service pricing bundled with Internet access service, see the Pricing Table above.
  - Ceiling Pricing. Crown Castle Fiber always reviews the specific conditions of a service request in order to develop the most cost effective solution for the customer. All the prices are ceiling, not to exceed, prices and Crown Castle Fiber will look to offer better pricing based on the customer's particular application and circumstances.
  - Renewal Discount. If a customer renews a 36 or 60-month initial term agreement for an additional term of 36 months or 60 months, such customer shall be entitled to a 10% reduction in the applicable monthly contract rates for the renewal term. Any such renewal shall be set forth in a renewal service order.
  - Crown Castle Fiber Upgrade Plan. Crown Castle Fiber wants to enable its customers to buy the bandwidth and service that they need at the time that they need it. Crown Castle Fiber's RI State customers may upgrade their existing bandwidth at a Crown Castle Fiber-serviced location without an upgrade charge. Crown Castle Fiber will also allow RI State customers to convert a Crown Castle Fiber Ethernet service to a Crown Castle Fiber Dark Fiber service without a charge for terminating the Ethernet service; for such conversions, Crown Castle Fiber may require a minimum term for the Dark Fiber service and additional costs (e.g. construction or third-party costs) may apply to these conversions.
  - The Ethernet Services proposed in this Cost Table meet our standard commercial SLA level A. Crown Castle Fiber offers Ethernet Services at two additional higher SLA standards. For SLA level AA, Crown Castle Fiber provides a second Ethernet Service at the same location using the same cable facilities and routing. The additional circuit increases the reliability of the service as described in SLA level AA and costs 150% of the prices in this Cost Table. For SLA level AAA, Crown Castle Fiber provides a second Ethernet Service at the same location using a separate fiber cable and diverse routing. The cost of Ethernet Service at the SLA AAA level is 200% of the prices in this Cost Table, plus any Special Construction costs for the diverse cable routing.
  - Metro-E Advanced Private Line (Metro-E APL) is a point-to-point service that is available within a metro (distance limitation is 80 km), and is priced as a complete service that includes both end locations. Metro-E APL service is delivered over private fiber with a switch at each end user location.
  - Switched E-Line is a point-to-point Ethernet Service. E-Line consists of a single line item for each customer location. Crown Castle Fiber does not charge for mileage. E-Line service traverses the Crown Castle Fiber MPLS core network using facilities shared with other customers.
  - Switched Ethernet LAN (E-LAN) service is a mesh Ethernet Service (any to any) priced as a single line item per customer location. Crown Castle Fiber does not charge for mileage. EVPL service traverses the Crown Castle Fiber MPLS core network using facilities shared with other customers.
  - Switched Ethernet Virtual Private Line (EVPL) is a hub and spoke service (one to many). EVPL consists of a single line item for each customer location. VLAN based Product providing multiplexed UNIs allowing multiple EVCs per UNI. Node Interfaces available at 1GE, 10GE. Hub Interfaces available at 1GE, 10GE, and 100GE(ICB). Bandwidth options from 10Mbps – 10Gbps. Crown Castle Fiber does not charge for mileage. EVPL service traverses the Crown Castle Fiber MPLS core network using facilities shared with other customers.
  - "Special Construction" charges may apply where Crown Castle Fiber must extend its existing fiber network in order to provide service to a customer location. In all such cases, these Special Construction charges will be identified and presented to the customer in the initial proposal for the customer's review and acceptance. Special Construction charges can be settled as a one-time payment or the sum can be broken up over 18 months. In the event that customer terminates a service with Special Construction charges prior to the expiration of the initial term, customer will be required to pay all unpaid Special Construction charges, in addition to the stranded investment charges set forth below, within forty-five (45) days of customer's receipt of the applicable invoice.
  - Stranded Investment. If the customer cancels the service prior to the completion of the initial term, the customer will be responsible for the following stranded investment charge: 1) 100% of the monthly recurring charges remaining in months one through twelve of the initial term, 75% of the monthly recurring charges remaining in months thirteen through twenty-four of the initial term, and 50% of the monthly recurring charges remaining in months twenty-five through the end of the initial term; and 2) all disconnection or termination charges payable to any third parties incurred by Crown Castle Fiber on customer's behalf relating to the service, to the extent such charges are not recouped by Crown Castle Fiber from the payments made by customer under clause (1) above. Such stranded investment charge shall be paid within forty-five (45) days of customer's receipt of the applicable invoice. Customer will not be responsible for stranded investment charges where customer simultaneously orders a replacement service to a location then served by Crown Castle Fiber's existing network ("Replacement Service") with equal or greater monthly recurring charges for an equal or greater term as the cancelled service, provided that customer (i) pays all applicable charges in connection with provisioning such Replacement Service, and (ii) reimburses Crown Castle Fiber for any costs related to the cancelled service, including unpaid Special Construction charges and underlying third-party provider termination fees. Any such Replacement Service shall be documented in an amendment mutually agreed upon and executed by Crown Castle Fiber and Customer.
  - The customer is responsible for providing cable access via conduit or aerial means to the termination point within the customer's premises. The customer must also provide electrical power and UPS protection if desired. Crown Castle Fiber will provide a network interface device, usually a switch with the appropriate interface port. The customer is responsible for all interior cabling beyond the network interface device. The customer is responsible for any cross-connect charge imposed by third parties, such as telecom hotels, for the interconnection of Crown Castle Fiber service to the customer's location. Crown Castle Fiber will pass through such cross-connect charge without mark-up to the customer.
  - Crown Castle Fiber will provide technician labor for post installation move, add, and change work at rates that are specified above.
  - Time Limited Special Pricing Offer-First Three Months MRC Waived - If any Using Agency(ies) enters into a sixty-month agreement for services within the first 90 days of contract award, Crown Castle Fiber will waive the applicable MRC for such services for the first three months of the term, provided that if such Using Agency(ies) terminates the agreement prior to the end of the sixty-month term, it will be responsible for an additional three months under the stranded investment note below. Special construction charges, if applicable, will apply.
  - Crown Castle Fiber does not price services based on Interlata/Intralata delivery. Additional charges may be applied for Interstate connectivity based on bandwidth utilization.

Crown Castle Fiber

MICTA RFP Bid # MT-TISA FBOS 2022

Telecommunications, Internet, FBOS, Specialty Services and Applications

Crown Castle Fiber Services available in the following states:

AL, AZ, CA, CT, DE, FL, GA, IL, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, RI, TN, TX, VA, VT, WDC

Section 7 - IP Services

Description	12 Month				36 Month				60 Month			
	List Price MRC	Discount %	Install / NRC	MRC	List Price MRC	Discount %	Install / NRC	MRC	List Price MRC	Discount %	Install / NRC	MRC
Internet Services												
Dedicated Internet Access (DIA) 10Mbps	\$ 362	20%	\$0	\$290	\$ 326	20%	\$0	\$261	\$293	20%	\$0	\$235
Dedicated Internet Access (DIA) 20Mbps	\$ 364	20%	\$0	\$292	\$ 328	20%	\$0	\$262	\$295	20%	\$0	\$236
Dedicated Internet Access (DIA) 30Mbps	\$ 366	20%	\$0	\$293	\$ 330	20%	\$0	\$264	\$297	20%	\$0	\$237
Dedicated Internet Access (DIA) 40Mbps	\$ 368	20%	\$0	\$294	\$ 331	20%	\$0	\$265	\$298	20%	\$0	\$238
Dedicated Internet Access (DIA) 50Mbps	\$ 371	20%	\$0	\$297	\$ 334	20%	\$0	\$267	\$300	20%	\$0	\$240
Dedicated Internet Access (DIA) 60Mbps	\$ 377	20%	\$0	\$302	\$ 339	20%	\$0	\$272	\$305	20%	\$0	\$244
Dedicated Internet Access (DIA) 70Mbps	\$ 401	20%	\$0	\$321	\$ 361	20%	\$0	\$289	\$325	20%	\$0	\$260
Dedicated Internet Access (DIA) 80Mbps	\$ 418	20%	\$0	\$334	\$ 376	20%	\$0	\$301	\$339	20%	\$0	\$271
Dedicated Internet Access (DIA) 90Mbps	\$ 432	20%	\$0	\$346	\$ 389	20%	\$0	\$311	\$350	20%	\$0	\$280
Dedicated Internet Access (DIA) 100Mbps	\$ 455	20%	\$0	\$364	\$ 410	20%	\$0	\$328	\$369	20%	\$0	\$295
Dedicated Internet Access (DIA) 150Mbps	\$ 546	20%	\$0	\$436	\$ 491	20%	\$0	\$393	\$442	20%	\$0	\$353
Dedicated Internet Access (DIA) 200Mbps	\$ 555	20%	\$0	\$444	\$ 500	20%	\$0	\$400	\$450	20%	\$0	\$360
Dedicated Internet Access (DIA) 300Mbps	\$ 657	20%	\$0	\$525	\$ 591	20%	\$0	\$473	\$532	20%	\$0	\$426
Dedicated Internet Access (DIA) 400Mbps	\$ 720	20%	\$0	\$576	\$ 648	20%	\$0	\$519	\$583	20%	\$0	\$467
Dedicated Internet Access (DIA) 500Mbps	\$ 763	20%	\$0	\$610	\$ 686	20%	\$0	\$549	\$618	20%	\$0	\$494
Dedicated Internet Access (DIA) 600Mbps	\$ 832	20%	\$0	\$666	\$ 749	20%	\$0	\$599	\$674	20%	\$0	\$539
Dedicated Internet Access (DIA) 700Mbps	\$ 904	20%	\$0	\$723	\$ 813	20%	\$0	\$651	\$732	20%	\$0	\$586
Dedicated Internet Access (DIA) 800Mbps	\$ 1,002	20%	\$0	\$801	\$ 902	20%	\$0	\$721	\$811	20%	\$0	\$649
Dedicated Internet Access (DIA) 900Mbps	\$ 1,125	20%	\$0	\$900	\$ 1,012	20%	\$0	\$810	\$911	20%	\$0	\$729
Dedicated Internet Access (DIA) 1000Mbps	\$ 1,229	20%	\$0	\$983	\$ 1,106	20%	\$0	\$885	\$996	20%	\$0	\$797
Dedicated Internet Access (DIA) 2Gbps	\$ 2,127	20%	\$0	\$1,701	\$ 1,914	20%	\$0	\$1,531	\$1,723	20%	\$0	\$1,378
Dedicated Internet Access (DIA) 3Gbps	\$ 2,759	20%	\$0	\$2,207	\$ 2,483	20%	\$0	\$1,986	\$2,235	20%	\$0	\$1,788
Dedicated Internet Access (DIA) 4Gbps	\$ 3,181	20%	\$0	\$2,545	\$ 2,863	20%	\$0	\$2,291	\$2,577	20%	\$0	\$2,062
Dedicated Internet Access (DIA) 5Gbps	\$ 3,440	20%	\$0	\$2,752	\$ 3,096	20%	\$0	\$2,477	\$2,786	20%	\$0	\$2,229
Dedicated Internet Access (DIA) 6Gbps	\$ 3,613	20%	\$0	\$2,891	\$ 3,252	20%	\$0	\$2,602	\$2,927	20%	\$0	\$2,341
Dedicated Internet Access (DIA) 7Gbps	\$ 3,770	20%	\$0	\$3,016	\$ 3,393	20%	\$0	\$2,714	\$3,054	20%	\$0	\$2,443
Dedicated Internet Access (DIA) 8Gbps	\$ 3,917	20%	\$0	\$3,133	\$ 3,525	20%	\$0	\$2,820	\$3,173	20%	\$0	\$2,538
Dedicated Internet Access (DIA) 9Gbps	\$ 4,054	20%	\$0	\$3,243	\$ 3,648	20%	\$0	\$2,919	\$3,284	20%	\$0	\$2,627
Dedicated Internet Access (DIA) 10Gbps	\$ 4,260	20%	\$0	\$3,408	\$ 3,834	20%	\$0	\$3,067	\$3,450	20%	\$0	\$2,760
DIA 20Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DIA 30Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DIA 40Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DIA 50Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DIA 60Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DIA 70Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DIA 80Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DIA 90Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DIA 100Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Internet Access 10Mbps	\$ 256	20%	\$0	\$204	\$ 230	20%	\$0	\$184	\$207	20%	\$0	\$166
Internet Access 20Mbps	\$ 259	20%	\$0	\$207	\$ 233	20%	\$0	\$187	\$210	20%	\$0	\$168
Internet Access 30Mbps	\$ 262	20%	\$0	\$210	\$ 236	20%	\$0	\$189	\$213	20%	\$0	\$170
Internet Access 40Mbps	\$ 265	20%	\$0	\$212	\$ 238	20%	\$0	\$191	\$215	20%	\$0	\$172
Internet Access 50Mbps	\$ 270	20%	\$0	\$216	\$ 243	20%	\$0	\$194	\$219	20%	\$0	\$175
Internet Access 60Mbps	\$ 281	20%	\$0	\$225	\$ 253	20%	\$0	\$202	\$227	20%	\$0	\$182
Internet Access 70Mbps	\$ 322	20%	\$0	\$258	\$ 290	20%	\$0	\$232	\$261	20%	\$0	\$209
Internet Access 80Mbps	\$ 350	20%	\$0	\$280	\$ 315	20%	\$0	\$252	\$284	20%	\$0	\$227
Internet Access 90Mbps	\$ 374	20%	\$0	\$299	\$ 337	20%	\$0	\$269	\$303	20%	\$0	\$242
Internet Access 100Mbps	\$ 413	20%	\$0	\$331	\$ 372	20%	\$0	\$298	\$335	20%	\$0	\$268
Internet Access 150Mbps	\$ 510	20%	\$0	\$408	\$ 459	20%	\$0	\$367	\$413	20%	\$0	\$331
Internet Access 200Mbps	\$ 525	20%	\$0	\$420	\$ 472	20%	\$0	\$378	\$425	20%	\$0	\$340
Internet Access 300Mbps	\$ 580	20%	\$0	\$464	\$ 522	20%	\$0	\$418	\$470	20%	\$0	\$376
Internet Access 400Mbps	\$ 678	20%	\$0	\$542	\$ 610	20%	\$0	\$488	\$549	20%	\$0	\$439
Internet Access 500Mbps	\$ 721	20%	\$0	\$577	\$ 649	20%	\$0	\$519	\$584	20%	\$0	\$467
Internet Access 600Mbps	\$ 799	20%	\$0	\$639	\$ 719	20%	\$0	\$575	\$647	20%	\$0	\$518
Internet Access 700Mbps	\$ 879	20%	\$0	\$703	\$ 791	20%	\$0	\$633	\$712	20%	\$0	\$570
Internet Access 800Mbps	\$ 985	20%	\$0	\$788	\$ 887	20%	\$0	\$709	\$798	20%	\$0	\$638
Internet Access 900Mbps	\$ 1,110	20%	\$0	\$888	\$ 999	20%	\$0	\$799	\$899	20%	\$0	\$719
Internet Access 1000Mbps	\$ 1,215	20%	\$0	\$972	\$ 1,094	20%	\$0	\$875	\$984	20%	\$0	\$787
Internet Access 2Gbps	\$ 1,999	20%	\$0	\$1,599	\$ 1,799	20%	\$0	\$1,439	\$1,619	20%	\$0	\$1,295
Internet Access 3Gbps	\$ 2,629	20%	\$0	\$2,103	\$ 2,366	20%	\$0	\$1,893	\$2,130	20%	\$0	\$1,704
Internet Access 4Gbps	\$ 3,074	20%	\$0	\$2,459	\$ 2,766	20%	\$0	\$2,213	\$2,490	20%	\$0	\$1,992
Internet Access 5Gbps	\$ 3,324	20%	\$0	\$2,659	\$ 2,991	20%	\$0	\$2,393	\$2,692	20%	\$0	\$2,154
Internet Access 6Gbps	\$ 3,491	20%	\$0	\$2,793	\$ 3,142	20%	\$0	\$2,514	\$2,828	20%	\$0	\$2,262
Internet Access 7Gbps	\$ 3,642	20%	\$0	\$2,914	\$ 3,278	20%	\$0	\$2,623	\$2,950	20%	\$0	\$2,360
Internet Access 8Gbps	\$ 3,784	20%	\$0	\$3,027	\$ 3,406	20%	\$0	\$2,725	\$3,065	20%	\$0	\$2,452
Internet Access 9Gbps	\$ 3,917	20%	\$0	\$3,133	\$ 3,525	20%	\$0	\$2,820	\$3,173	20%	\$0	\$2,538
Internet Access 10Gbps	\$ 4,115	20%	\$0	\$3,292	\$ 3,704	20%	\$0	\$2,963	\$3,334	20%	\$0	\$2,667
Construction												
Fiber Lateral Construction per 1/4 mile or fraction thereof	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Labor												
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per-Hour Business Days, 7:01 AM to 6:59 PM with 48 Hours Notice (4 hour minimum)		N/A	\$200			N/A	\$200			N/A	\$200	

Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour Business Days, 7:00 PM to 7:00 AM with 48 Hours Notice (4 hour minimum)		N/A	\$300				N/A	\$300				N/A	\$300		
Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour		N/A	\$400				N/A	\$400				N/A	\$400		

\*\* Once a total of 24 months of the Monthly Recurring Cost have been paid by one or more Using Agency(ies) for Services in a given building, the Monthly Recurring Cost for the Fiber Lateral Construction line item for all Using Agencies with Services within that building will be eliminated. The building will then be reclassified as on-net for existing and future Using Agencies.

**Billing Structure Description:**

1. All pricing is per-node unless otherwise specified. The standard pricing tables apply only to on-net locations where Crown Castle Fiber has existing fiber. Special Construction charges may apply for off-net locations. "Off-Schedule" is defined as any existing technology with customized configurations that are not listed in the pricing schedule.
2. Internet Service - Internet Service is billed as a single line item for each location.
3. Burstable Internet - Internet bursting is available up to the DIA Port Bandwidth, maxing out at 100Mb for services under 100Mb, maxing out at 1000Mb for services between 100-900Mb, and maxing out at 10G for services between 1G-9G. Customer will be billed standard rates listed above for the Committed Information Rate (CIR), and 110% of the per Mb Bandwidth that bursts above that committed rate (based on 95th percentile of utilized bandwidth, pulled every 15 minutes).

Pricing noted as ICB is done so due to variables that cannot be determined until the scope of the required work has been realized. This pricing will be based on the cost of providing the requested service.

**Notes:**

1. Ceiling Pricing. Crown Castle Fiber always reviews the specific conditions of a service request in order to develop the most cost effective solution for the customer. All the prices are ceiling, not to exceed, prices and Crown Castle Fiber will look to offer better pricing based on the customer's particular application and circumstances.
2. Renewal Discount. If a customer renews a 36 or 60-month initial term agreement for an additional term of 36 months or 60 months, such customer shall be entitled to a 10% reduction in the applicable monthly contract rates for the renewal term. Any such renewal shall be set forth in a renewal service order.
3. Bundled Services Discount. Crown Castle Fiber has reduced the price for Internet Access Services when bundled with Ethernet services. This pricing is located on the Ethernet Multi-Point services tab.
4. "Special Construction" charges may apply where Crown Castle Fiber must extend its existing fiber network in order to provide service to a customer location. In all such cases, these Special Construction charges will be identified and presented to the customer in the initial proposal for the customer's review and acceptance. Special Construction charges can be settled as a one-time payment or the sum can be broken up over 18 months. In the event that customer terminates a service with Special Construction charges prior to the expiration of the initial term, customer will be required to pay all unpaid Special Construction charges, in addition to the stranded investment charges set forth below, within forty-five (45) days of customer's receipt of the applicable invoice.
5. Stranded Investment. If the customer cancels the service prior to the completion of the initial term, the customer will be responsible for the following stranded investment charge: 1) 100% of the monthly recurring charges remaining in months one through twelve of the initial term, 75% of the monthly recurring charges remaining in months thirteen through twenty-four of the initial term, and 50% of the monthly recurring charges remaining in months twenty-five through the end of the initial term; and 2) all disconnection or termination charges payable to any third parties incurred by Crown Castle Fiber on customer's behalf relating to the service, to the extent such charges are not recouped by Crown Castle Fiber from the payments made by customer under clause (1) above. Such stranded investment charge shall be paid within forty-five (45) days of customer's receipt of the applicable invoice. Customer will not be responsible for stranded investment charges where customer simultaneously orders a replacement service to a location then served by Crown Castle Fiber's existing network ("Replacement Service") with equal or greater monthly recurring charges for an equal or greater term as the cancelled service, provided that customer (i) pays all applicable charges in connection with provisioning such Replacement Service, and (ii) reimburses Crown Castle Fiber for any costs related to the cancelled service, including unpaid Special Construction charges and underlying third-party provider termination fees. Any such Replacement Service shall be documented in an amendment mutually agreed upon and executed by Crown Castle Fiber and Customer.
6. The customer is responsible for providing cable access via conduit or aerial means to the termination point within the customer's premises. The customer must also provide electrical power and UPS protection if desired. Crown Castle Fiber will provide a network interface device, usually a switch with the appropriate interface port. The customer is responsible for all interior cabling beyond the network interface device. The customer is responsible for any cross-connect charge imposed by third parties, such as telecom hotels, for the interconnection of Crown Castle Fiber service to the customer's location. Crown Castle Fiber will pass through such cross-connect charge without mark-up to the customer.
7. Crown Castle Fiber will provide technician labor for post installation move, add, and change work at rates that are specified above.
8. Time Limited Special Pricing Offer-First Three Months MRC Waived - If any Using Agency(ies) enters into a sixty-month agreement for services within the first 90 days of contract award, Crown Castle Fiber will waive the applicable MRC for such services for the first three months of the term, provided that if such Using Agency(ies) terminates the agreement prior to the end of the sixty-month term, it will be responsible for an additional three months under the stranded investment note below. Special construction charges, if applicable, will apply.

Crown Castle Fiber

MICTA RFP Bid # MT-TISA FBOS 2022

Telecommunications, Internet, FBOS, Specialty Services and Applications

Crown Castle Fiber Services available in the following states:  
AL, AZ, CA, CT, DE, FL, GA, IL, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, RI, TN, TX, VA, VT, WDC

Section 7 - DDoS Defense®

Description	12 Month				36 Month				60 Month			
	List Price MRC	Discount %	Install / NRC	MRC	List Price MRC	Discount %	Install / NRC	MRC	List Price MRC	Discount %	Install / NRC	MRC
DDoS Defense												
DDoS Defense-10 Mbps	\$ 362	20%	\$250	\$290	\$ 326	20%	\$0	\$261	\$293	20%	\$0	\$235
DDoS Defense-20 Mbps	\$ 364	20%	\$250	\$292	\$ 328	20%	\$0	\$262	\$295	20%	\$0	\$236
DDoS Defense-30 Mbps	\$ 366	20%	\$250	\$293	\$ 330	20%	\$0	\$264	\$297	20%	\$0	\$237
DDoS Defense-40 Mbps	\$ 368	20%	\$250	\$294	\$ 331	20%	\$0	\$265	\$298	20%	\$0	\$238
DDoS Defense-50 Mbps	\$ 371	20%	\$250	\$297	\$ 334	20%	\$0	\$267	\$300	20%	\$0	\$240
DDoS Defense-60 Mbps	\$ 377	20%	\$250	\$302	\$ 339	20%	\$0	\$272	\$305	20%	\$0	\$244
DDoS Defense-70 Mbps	\$ 401	20%	\$250	\$321	\$ 361	20%	\$0	\$289	\$325	20%	\$0	\$260
DDoS Defense-80 Mbps	\$ 418	20%	\$250	\$334	\$ 376	20%	\$0	\$301	\$339	20%	\$0	\$271
DDoS Defense-90 Mbps	\$ 432	20%	\$250	\$346	\$ 389	20%	\$0	\$311	\$350	20%	\$0	\$280
DDoS Defense-100 Mbps	\$ 455	20%	\$250	\$364	\$ 410	20%	\$0	\$328	\$369	20%	\$0	\$295
DDoS Defense-150 Mbps	\$ 546	20%	\$250	\$436	\$ 491	20%	\$0	\$393	\$442	20%	\$0	\$353
DDoS Defense-200 Mbps	\$ 555	20%	\$250	\$444	\$ 500	20%	\$0	\$400	\$450	20%	\$0	\$360
DDoS Defense-300 Mbps	\$ 657	20%	\$250	\$525	\$ 591	20%	\$0	\$473	\$532	20%	\$0	\$426
DDoS Defense-400 Mbps	\$ 720	20%	\$250	\$576	\$ 648	20%	\$0	\$519	\$583	20%	\$0	\$467
DDoS Defense-500 Mbps	\$ 763	20%	\$250	\$610	\$ 686	20%	\$0	\$549	\$618	20%	\$0	\$494
DDoS Defense-600 Mbps	\$ 832	20%	\$250	\$666	\$ 749	20%	\$0	\$599	\$674	20%	\$0	\$539
DDoS Defense-700 Mbps	\$ 904	20%	\$250	\$723	\$ 813	20%	\$0	\$651	\$732	20%	\$0	\$586
DDoS Defense-800 Mbps	\$ 1,002	20%	\$250	\$801	\$ 902	20%	\$0	\$721	\$811	20%	\$0	\$649
DDoS Defense-900 Mbps	\$ 1,125	20%	\$250	\$900	\$ 1,012	20%	\$0	\$810	\$911	20%	\$0	\$729
DDoS Defense-1000 Mbps	\$ 1,229	20%	\$250	\$983	\$ 1,106	20%	\$0	\$885	\$996	20%	\$0	\$797
DDoS Defense-2Gbps	\$ 2,127	20%	\$250	\$1,701	\$ 1,914	20%	\$0	\$1,531	\$1,723	20%	\$0	\$1,378
DDoS Defense-3Gbps	\$ 2,759	20%	\$250	\$2,207	\$ 2,483	20%	\$0	\$1,986	\$2,235	20%	\$0	\$1,788
DDoS Defense-4Gbps	\$ 3,181	20%	\$250	\$2,545	\$ 2,863	20%	\$0	\$2,291	\$2,577	20%	\$0	\$2,062
DDoS Defense-5Gbps	\$ 3,440	20%	\$250	\$2,752	\$ 3,096	20%	\$0	\$2,477	\$2,786	20%	\$0	\$2,229
DDoS Defense-6Gbps	\$ 3,613	20%	\$250	\$2,891	\$ 3,252	20%	\$0	\$2,602	\$2,927	20%	\$0	\$2,341
DDoS Defense-7Gbps	\$ 3,770	20%	\$250	\$3,016	\$ 3,393	20%	\$0	\$2,714	\$3,054	20%	\$0	\$2,443
DDoS Defense-8Gbps	\$ 3,917	20%	\$250	\$3,133	\$ 3,525	20%	\$0	\$2,820	\$3,173	20%	\$0	\$2,538
DDoS Defense-9Gbps	\$ 4,054	20%	\$250	\$3,243	\$ 3,648	20%	\$0	\$2,919	\$3,284	20%	\$0	\$2,627
DDoS Defense-10Gbps	\$ 4,260	20%	\$250	\$3,408	\$ 3,834	20%	\$0	\$3,067	\$3,450	20%	\$0	\$2,760
DDoS Defense-20Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DDoS Defense-30Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DDoS Defense-40Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DDoS Defense-50Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DDoS Defense-60Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DDoS Defense-70Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DDoS Defense-80Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DDoS Defense-90Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DDoS Defense-100Gbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB

Billing Structure Description:

All pricing is per-node unless otherwise specified. The standard pricing tables apply only to on-net locations where Crown Castle Fiber has existing fiber. Special Construction charges may apply for off-net locations. "Off-Schedule" is defined as any existing technology with customized configurations that are not listed in the pricing schedule.

Pricing noted as ICB is done so due to variables that cannot be determined until the scope of the required work has been realized. This pricing will be based on the cost of providing the requested service.



**Notes:**

1. Ceiling Pricing. Crown Castle Fiber always reviews the specific conditions of a service request in order to develop the most cost effective solution for the customer. All the prices are ceiling, not to exceed, prices and Crown Castle Fiber will look to offer better pricing based on the customer's particular application and circumstances.
2. Renewal Discount. If a customer renews a 36 or 60-month initial term agreement for an additional term of 36 months or 60 months, such customer shall be entitled to a 10% reduction in the applicable monthly contract rates for the renewal term. Any such renewal shall be set forth in a renewal service order.
3. Bundled Services Discount. Crown Castle Fiber has reduced the price for Internet Access Services when bundled with Ethernet services. This pricing is located on the Ethernet Multi-Point services tab.
4. "Special Construction" charges may apply where Crown Castle Fiber must extend its existing fiber network in order to provide service to a customer location. In all such cases, these Special Construction charges will be identified and presented to the customer in the initial proposal for the customer's review and acceptance. Special Construction charges can be settled as a one-time payment or the sum can be broken up over 18 months. In the event that customer terminates a service with Special Construction charges prior to the expiration of the initial term, customer will be required to pay all unpaid Special Construction charges, in addition to the stranded investment charges set forth below, within forty-five (45) days of customer's receipt of the applicable invoice.
5. Stranded Investment. If the customer cancels the service prior to the completion of the initial term, the customer will be responsible for the following stranded investment charge: 1) 100% of the monthly recurring charges remaining in months one through twelve of the initial term, 75% of the monthly recurring charges remaining in months thirteen through twenty-four of the initial term, and 50% of the monthly recurring charges remaining in months twenty-five through the end of the initial term; and 2) all disconnection or termination charges payable to any third parties incurred by Crown Castle Fiber on customer's behalf relating to the service, to the extent such charges are not recouped by Crown Castle Fiber from the payments made by customer under clause (1) above. Such stranded investment charge shall be paid within forty-five (45) days of customer's receipt of the applicable invoice. Customer will not be responsible for stranded investment charges where customer simultaneously orders a replacement service to a location then served by Crown Castle Fiber's existing network ("Replacement Service") with equal or greater monthly recurring charges for an equal or greater term as the cancelled service, provided that customer (i) pays all applicable charges in connection with provisioning such Replacement Service, and (ii) reimburses Crown Castle Fiber for any costs related to the cancelled service, including unpaid Special Construction charges and underlying third-party provider termination fees. Any such Replacement Service shall be documented in an amendment mutually agreed upon and executed by Crown Castle Fiber and Customer.
6. The customer is responsible for providing cable access via conduit or aerial means to the termination point within the customer's premises. The customer must also provide electrical power and UPS protection if desired. Crown Castle Fiber will provide a network interface device, usually a switch with the appropriate interface port. The customer is responsible for all interior cabling beyond the network interface device. The customer is responsible for any cross-connect charge imposed by third parties, such as telecom hotels, for the interconnection of Crown Castle Fiber service to the customer's location. Crown Castle Fiber will pass through such cross-connect charge without mark-up to the customer.
7. Crown Castle Fiber will provide technician labor for post installation move, add, and change work at rates that are specified above.
8. DDoS Defense: CCF can monitor, detect, alert and respond to attacks before customers' network resources are severely impacted. In the event of an attack, the target traffic is re-routed to our in-network scrubbing facility to proceed with a surgical mitigation where the unwanted traffic is removed and the clean traffic is allowed to flow to your network. **MUST BE A CCF Dedicated Internet Access -or- Internet Access Customer to utilize this service.**

Crown Castle Fiber

MICTA RFP Bid # MT-TISA FBOS 2022

Telecommunications, Internet, FBOS, Specialty Services and Applications

Crown Castle Fiber Services available in the following states:  
AL, AZ, CA, CT, DE, FL, GA, IL, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, RI, TN, TX, VA, VT, WDC

Section 7 - DIA Plus<sup>8</sup>

Description	12 Month				36 Month				60 Month		
	List Price MRC	Discount %	Install / NRC	MRC	List Price MRC	Discount %	Install / NRC	MRC	List Price MRC	Discount %	Install / NRC
DIA Plus											
DIA Plus-10 Mbps	\$ 652	20%	\$0	\$522	\$ 587	20%	\$0	\$469	\$528	20%	\$0
DIA Plus-20 Mbps	\$ 656	20%	\$0	\$525	\$ 590	20%	\$0	\$472	\$531	20%	\$0
DIA Plus-30 Mbps	\$ 659	20%	\$0	\$527	\$ 593	20%	\$0	\$475	\$534	20%	\$0
DIA Plus-40 Mbps	\$ 662	20%	\$0	\$530	\$ 596	20%	\$0	\$477	\$536	20%	\$0
DIA Plus-50 Mbps	\$ 667	20%	\$0	\$534	\$ 601	20%	\$0	\$480	\$541	20%	\$0
DIA Plus-60 Mbps	\$ 679	20%	\$0	\$543	\$ 611	20%	\$0	\$489	\$550	20%	\$0
DIA Plus-70 Mbps	\$ 722	20%	\$0	\$578	\$ 650	20%	\$0	\$520	\$585	20%	\$0
DIA Plus-80 Mbps	\$ 752	20%	\$0	\$602	\$ 677	20%	\$0	\$542	\$609	20%	\$0
DIA Plus-90 Mbps	\$ 778	20%	\$0	\$622	\$ 700	20%	\$0	\$560	\$630	20%	\$0
DIA Plus-100 Mbps	\$ 819	20%	\$0	\$655	\$ 737	20%	\$0	\$590	\$663	20%	\$0
DIA Plus-150 Mbps	\$ 982	20%	\$0	\$786	\$ 884	20%	\$0	\$707	\$795	20%	\$0
DIA Plus-200 Mbps	\$ 999	20%	\$0	\$799	\$ 899	20%	\$0	\$719	\$809	20%	\$0
DIA Plus-300 Mbps	\$ 1,182	20%	\$0	\$946	\$ 1,064	20%	\$0	\$851	\$958	20%	\$0
DIA Plus-400 Mbps	\$ 1,296	20%	\$0	\$1,037	\$ 1,167	20%	\$0	\$933	\$1,050	20%	\$0
DIA Plus-500 Mbps	\$ 1,373	20%	\$0	\$1,098	\$ 1,235	20%	\$0	\$988	\$1,112	20%	\$0
DIA Plus-600 Mbps	\$ 1,498	20%	\$0	\$1,199	\$ 1,348	20%	\$0	\$1,079	\$1,214	20%	\$0
DIA Plus-700 Mbps	\$ 1,627	20%	\$0	\$1,302	\$ 1,464	20%	\$0	\$1,171	\$1,318	20%	\$0
DIA Plus-800 Mbps	\$ 1,803	20%	\$0	\$1,443	\$ 1,623	20%	\$0	\$1,298	\$1,461	20%	\$0
DIA Plus-900 Mbps	\$ 2,025	20%	\$0	\$1,620	\$ 1,822	20%	\$0	\$1,458	\$1,640	20%	\$0
DIA Plus-1000 Mbps	\$ 2,213	20%	\$0	\$1,770	\$ 1,991	20%	\$0	\$1,593	\$1,792	20%	\$0
DIA Plus-2Gbps	\$ 3,828	20%	\$0	\$3,063	\$ 3,445	20%	\$0	\$2,756	\$3,101	20%	\$0
DIA Plus-3Gbps	\$ 4,966	20%	\$0	\$3,973	\$ 4,469	20%	\$0	\$3,576	\$4,022	20%	\$0
DIA Plus-4Gbps	\$ 5,727	20%	\$0	\$4,581	\$ 5,154	20%	\$0	\$4,123	\$4,639	20%	\$0
DIA Plus-5Gbps	\$ 6,192	20%	\$0	\$4,953	\$ 5,573	20%	\$0	\$4,458	\$5,015	20%	\$0
DIA Plus-6Gbps	\$ 6,504	20%	\$0	\$5,203	\$ 5,853	20%	\$0	\$4,683	\$5,268	20%	\$0
DIA Plus-7Gbps	\$ 6,786	20%	\$0	\$5,429	\$ 6,107	20%	\$0	\$4,886	\$5,497	20%	\$0
DIA Plus-8Gbps	\$ 7,050	20%	\$0	\$5,640	\$ 6,345	20%	\$0	\$5,076	\$5,711	20%	\$0
DIA Plus-9Gbps	\$ 7,297	20%	\$0	\$5,838	\$ 6,567	20%	\$0	\$5,254	\$5,911	20%	\$0
DIA Plus-10Gbps	\$ 7,667	20%	\$0	\$6,134	\$ 6,900	20%	\$0	\$5,520	\$6,210	20%	\$0

Billing Structure Description:

1. All pricing is per-node unless otherwise specified. The standard pricing tables apply only to on-net locations where Crown Castle Fiber has existing fiber. Special Construction charges apply for off-net locations. "Off-Schedule" is defined as any existing technology with customized configurations that are not listed in the pricing schedule.
2. Internet Service - Internet Service is billed as a single line item for each location.
3. Burstable Internet - Internet bursting is available up to the DIA Port Bandwidth, maxing out at 100Mb for services under 100Mb, and maxing out at 1000Mb for services between 900Mb, and maxing out at 10G for services between 1G-9G. Customer will be billed standard rates listed above for the Committed Information Rate (CIR), and 110% of the per Mb Bandwidth that bursts above that committed rate (based on 95th percentile of utilized bandwidth, pulled every 15 minutes).

Pricing noted as ICB is done so due to variables that cannot be determined until the scope of the required work has been realized. This pricing will be based on the cost of providing requested service.

**Notes:**

1. Ceiling Pricing. Crown Castle Fiber always reviews the specific conditions of a service request in order to develop the most cost effective solution for the customer. All the prices ceiling, not to exceed, prices and Crown Castle Fiber will look to offer better pricing based on the customer's particular application and circumstances.
2. Renewal Discount. If a customer renews a 36 or 60-month initial term agreement for an additional term of 36 months or 60 months, such customer shall be entitled to a 10% reduction of the applicable monthly contract rates for the renewal term. Any such renewal shall be set forth in a renewal service order.
3. Bundled Services Discount. Crown Castle Fiber has reduced the price for Internet Access Services when bundled with Ethernet services. This pricing is located on the Ethernet Multi-Service tab.
4. "Special Construction" charges may apply where Crown Castle Fiber must extend its existing fiber network in order to provide service to a customer location. In all such cases, the Special Construction charges will be identified and presented to the customer in the initial proposal for the customer's review and acceptance. Special Construction charges can be a one-time payment or the sum can be broken up over 18 months. In the event that customer terminates a service with Special Construction charges prior to the expiration of the initial term, customer will be required to pay all unpaid Special Construction charges, in addition to the stranded investment charges set forth below, within forty-five (45) days of customer receipt of the applicable invoice.
5. Stranded Investment. If the customer cancels the service prior to the completion of the initial term, the customer will be responsible for the following stranded investment charge: 100% of the monthly recurring charges remaining in months one through twelve of the initial term, 75% of the monthly recurring charges remaining in months thirteen through twenty-four of the initial term, and 50% of the monthly recurring charges remaining in months twenty-five through the end of the initial term; and 2) all disconnection or termination charges payable by any third parties incurred by Crown Castle Fiber on customer's behalf relating to the service, to the extent such charges are not recouped by Crown Castle Fiber from the payments made by the customer under clause (1) above. Such stranded investment charge shall be paid within forty-five (45) days of customer's receipt of the applicable invoice. Customer will not be responsible for stranded investment charges where customer simultaneously orders a replacement service to a location then served by Crown Castle Fiber's existing network ("Replacement Service") with equal or greater monthly recurring charges for an equal or greater term as the cancelled service, provided that customer (i) pays all applicable charges in connection with providing such Replacement Service, and (ii) reimburses Crown Castle Fiber for any costs related to the cancelled service, including unpaid Special Construction charges and underlying third-party provider termination fees. Any such Replacement Service shall be documented in an amendment mutually agreed upon and executed by Crown Castle Fiber and Customer.
6. The customer is responsible for providing cable access via conduit or aerial means to the termination point within the customer's premises. The customer must also provide electrical power and UPS protection if desired. Crown Castle Fiber will provide a network interface device, usually a switch with the appropriate interface port. The customer is responsible for interior cabling beyond the network interface device. The customer is responsible for any cross-connect charge imposed by third parties, such as telecom hotels, for the interconnection of Crown Castle Fiber service to the customer's location. Crown Castle Fiber will pass through such cross-connect charge without mark-up to the customer.
7. Crown Castle Fiber will provide technician labor for post installation move, add, and change work at rates that are specified above.
8. DIA Plus: DIA + DDoS Defense service Bundle. Private Dedicated Tier 1 Internet access over Layer 2 Ethernet topology 10mbps-10Gbps + CCF can monitor, detect, alert and respond to attacks before customers' network resources are severely impacted. In the event of an attack, the target traffic is re-routed to our in-network scrubbing facility to proceed with a surrogated mitigation where the unwanted traffic is removed and the clean traffic is allowed to flow to your network. MUST BE A CCF Dedicated Internet Access -or- Internet Access Customer to use this service.

MRC
\$423
\$425
\$427
\$429
\$432
\$440
\$468
\$487
\$504
\$531
\$636
\$647
\$766
\$840
\$890
\$971
\$1,054
\$1,168
\$1,312
\$1,434
\$2,481
\$3,218
\$3,711
\$4,012
\$4,214
\$4,397
\$4,569
\$4,728
\$4,968

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Crown Castle Fiber

MiCTA RFP Bid # MT-TISA FBOS 2022

Telecommunications, Internet, FBOS, Specialty Services and Applications

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Section 6 - On-net moves and changes

Description	1 Year Commitment		3 Year Commitment		5 Year Commitment	
	Installation / NRC	MRC	Installation / NRC	MRC	Installation / NRC	MRC
LIT / On-net Change - within 1000 route feet up to 1 route mile from existing location. This is not to exceed pricing to capture costs associated with move and change orders from an existing service location to another on-net LIT location.	\$10,000	N/A	\$9,000	N/A	\$8,500	N/A
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per-Hour Business Days, 7:01 AM to 6:59 PM with 48 Hours Notice (4 hour minimum)	\$200	\$0	\$200	\$0	\$200	\$0
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour Business Days, 7:00 PM to 7:00 AM with 48 Hours Notice (4 hour minimum)	\$300	\$0	\$300	\$0	\$300	\$0
Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour	\$400	\$0	\$400	\$0	\$400	\$0

**Billing Structure Description:**  
All pricing is per-node unless otherwise specified. The standard pricing tables apply only to on-net locations where Crown Castle Fiber has existing fiber. Special Construction charges may apply for off-net locations. "Off-Schedule" is defined as any existing technology with customized configurations that are not listed in the pricing schedule.

- Notes:**
- Renewal Discount. If a customer renews a 36 or 60-month initial term agreement for an additional term of 36 months or 60 months, such customer shall be entitled to a 10% reduction in the applicable monthly contract rates for the renewal term. Any such renewal shall be set forth in a renewal service order.
  - Crown Castle Fiber Upgrade Plan. Crown Castle Fiber wants to enable its customers to buy the bandwidth and service that they need at the time that they need it. Crown Castle Fiber's RI State customers may upgrade their existing Lit Service at a Crown Castle Fiber-serviced location without an upgrade charge. Crown Castle Fiber will also allow RI State customers to convert a Crown Castle Fiber Lit service to a Crown Castle Fiber Dark Fiber service without a charge for terminating the Lit service; for such conversions, Crown Castle Fiber may require a minimum term for the Dark Fiber service and additional costs (e.g. construction or third-party costs) may apply to these conversions.
  - "Special Construction" charges may apply where Crown Castle Fiber must extend its existing fiber network in order to provide service to a customer location. In all such cases, these Special Construction charges will be identified and presented to the customer in the initial proposal for the customer's review and acceptance. Special Construction charges can be settled as a one-time payment or the sum can be broken up over 18 months. In the event that customer terminates a service with Special Construction charges prior to the expiration of the initial term, customer will be required to pay all unpaid Special Construction charges, in addition to the stranded investment charges set forth below, within forty-five (45) days of customer's receipt of the applicable invoice.
  - Stranded Investment. If the customer cancels the service prior to the completion of the initial term, the customer will be responsible for the following stranded investment charge: 1) 100% of the monthly recurring charges remaining in months one through twelve of the initial term, 75% of the monthly recurring charges remaining in months thirteen through twenty-four of the initial term, and 50% of the monthly recurring charges remaining in months twenty-five through the end of the initial term; and 2) all disconnection or termination charges payable to any third parties incurred by Crown Castle Fiber on customer's behalf relating to the service, to the extent such charges are not recouped by Crown Castle Fiber from the payments made by customer under clause (1) above. Such stranded investment charge shall be paid within forty-five (45) days of customer's receipt of the applicable invoice. Customer will not be responsible for stranded investment charges where customer simultaneously orders a replacement service to a location then served by Crown Castle Fiber's existing network ("Replacement Service") with equal or greater monthly recurring charges for an equal or greater term as the cancelled service, provided that customer (i) pays all applicable charges in connection with provisioning such Replacement Service, and (ii) reimburses Crown Castle Fiber for any costs related to the cancelled service, including unpaid Special Construction charges and underlying third-party provider termination fees. Any such Replacement Service shall be documented in an amendment mutually agreed upon and executed by Crown Castle Fiber and Customer.
  - The customer is responsible for providing cable access via conduit or aerial means to the termination point within the customer's premises. The customer must also provide electrical power and UPS protection if desired. The customer is responsible for any cross-connect charge imposed by third parties, such as telecom hotels, for the interconnection of Crown Castle Fiber service to the customer's location. Crown Castle Fiber will pass through such cross-connect charge without mark-up to the customer.
  - Crown Castle Fiber will provide technician labor for post installation move, add, and change work at rates that are specified above.

Crown Castle Fiber

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Section 6 - Dark Fiber

Description	1 Year Commitment				3 Year Commitment				5 Year Commitment			
	List Price MRC	Discount %	Installation / NRC	MRC	List Price MRC	Discount %	Installation / NRC	MRC	List Price MRC	Discount %	Installation / NRC	MRC
Dark Fiber Pair - first 10 route miles or fraction thereof	\$ 4,393	10%	\$10,000	\$3,954	\$3,734	10%	\$10,000	\$3,361	\$3,295	10%	\$10,000	\$2,965
Dark Fiber Pair - Next (second) 10 route miles or fraction thereof (i.e., minimum charge for route mileage in excess of 10 but less than 20)--this is additional to the charge for the first 10 route miles	\$ 4,180	10%	N/A	\$3,762	\$3,553	10%	N/A	\$3,198	\$3,135	10%	N/A	\$2,822
Dark Fiber Pair --route miles in excess of the first 20 miles--per route mile	\$ 275	10%	N/A	\$248	\$275	10%	N/A	\$248	\$275	10%	N/A	\$248
Dark Fiber IRU	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Dark Fiber Pair Off-Schedule	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Dark Fiber Services in States not currently served	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Fiber Lateral Construction	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per-Hour Business Days, 7:01 AM to 6:59 PM with 48 Hours Notice (4 hour minimum)			\$200	\$0			\$200	\$0			\$200	\$0
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour Business Days, 7:00 PM to 7:00 AM with 48 Hours Notice (4 hour minimum)			\$300	\$0			\$300	\$0			\$300	\$0
Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour			\$400	\$0			\$400	\$0			\$400	\$0

\*\* Once a total of 24 months of the Monthly Recurring Cost have been paid by one or more Using Agency(ies) for Services in a given building, the Monthly Recurring Cost for the Fiber Lateral Construction line item for all Using Agencies with Services within that building will be eliminated. The building will then be reclassified as on-net for existing and future Using Agencies.

**Billing Structure Description:**  
All pricing is per-node unless otherwise specified. The standard pricing tables apply only to on-net locations where Crown Castle Fiber has existing fiber. Special Construction charges may apply for off-net locations. "Off-Schedule" is defined as any existing technology with customized configurations that are not listed in the pricing schedule.

Pricing noted as ICB is done so due to variables that cannot be determined until the scope of the required work has been realized. This pricing will be based on the cost of providing the requested service.

- Notes:**
- Renewal Discount. If a customer renews a 36 or 60-month initial term agreement for an additional term of 36 months or 60 months, such customer shall be entitled to a 10% reduction in the applicable monthly contract rates for the renewal term. Any such renewal shall be set forth in a renewal service order.
  - Crown Castle Fiber Upgrade Plan. Crown Castle Fiber wants to enable its customers to buy the bandwidth and service that they need at the time that they need it. Crown Castle Fiber's RI State customers may upgrade their existing Lit Service at a Crown Castle Fiber-serviced location without an upgrade charge. Crown Castle Fiber will also allow RI State customers to convert a Crown Castle Fiber Lit service to a Crown Castle Fiber Dark Fiber service without a charge for terminating the Lit service; for such conversions, Crown Castle Fiber may require a minimum term for the Dark Fiber service and additional costs (e.g. construction or third-party costs) may apply to these conversions.
  - "Special Construction" charges may apply where Crown Castle Fiber must extend its existing fiber network in order to provide service to a customer location. In all such cases, these Special Construction charges will be identified and presented to the customer in the initial proposal for the customer's review and acceptance. Special Construction charges can be settled as a one-time payment or the sum can be broken up over 18 months. In the event that customer terminates a service with Special Construction charges prior to the expiration of the initial term, customer will be required to pay all unpaid Special Construction charges, in addition to the stranded investment charges set forth below, within forty-five (45) days of customer's receipt of the applicable invoice.
  - Stranded Investment. If the customer cancels the service prior to the completion of the initial term, the customer will be responsible for the following stranded investment charge: 1) 100% of the monthly recurring charges remaining in months one through twelve of the initial term, 75% of the monthly recurring charges remaining in months thirteen through twenty-four of the initial term, and 50% of the monthly recurring charges remaining in months twenty-five through the end of the initial term; and 2) all disconnection or termination charges payable to any third parties incurred by Crown Castle Fiber on customer's behalf relating to the service, to the extent such charges are not recouped by Crown Castle Fiber from the payments made by customer under clause (1) above. Such stranded investment charge shall be paid within forty-five (45) days of customer's receipt of the applicable invoice. Customer will not be responsible for stranded investment charges where customer simultaneously orders a replacement service to a location then served by Crown Castle Fiber's existing network ("Replacement Service") with equal or greater monthly recurring charges for an equal or greater term as the cancelled service, provided that customer (i) pays all applicable charges in connection with provisioning such Replacement Service, and (ii) reimburses Crown Castle Fiber for any costs related to the cancelled service, including unpaid Special Construction charges and underlying third-party provider termination fees. Any such Replacement Service shall be documented in an amendment mutually agreed upon and executed by Crown Castle Fiber and Customer.
  - The customer is responsible for providing cable access via conduit or aerial means to the termination point within the customer's premises. The customer must also provide electrical power and UPS protection if desired. The customer is responsible for any cross-connect charge imposed by third parties, such as telecom hotels, for the interconnection of Crown Castle Fiber service to the customer's location. Crown Castle Fiber will pass through such cross-connect charge without mark-up to the customer.
  - Crown Castle Fiber will provide technician labor for post installation move, add, and change work at rates that are specified above.

Description	12 Month					36 Month					60 Month			
	List Price MRC	Discount %	Install / NRC	MRC		List Price MRC	Discount %	Install / NRC	MRC		List Price MRC	Discount %	Install / NRC	MRC
Managed SD-WAN 10Mbps	\$ 248	10%	\$500	\$223		\$ 223	10%	\$0	\$201		\$201	10%	\$0	\$181
Managed SD-WAN 20Mbps	\$ 254	10%	\$500	\$229		\$ 229	10%	\$0	\$206		\$206	10%	\$0	\$185
Managed SD-WAN 30Mbps	\$ 284	10%	\$500	\$256		\$ 256	10%	\$0	\$230		\$230	10%	\$0	\$207
Managed SD-WAN 40Mbps	\$ 290	10%	\$500	\$261		\$ 261	10%	\$0	\$235		\$235	10%	\$0	\$211
Managed SD-WAN 50Mbps	\$ 303	10%	\$500	\$273		\$ 273	10%	\$0	\$245		\$245	10%	\$0	\$221
Managed SD-WAN 60Mbps	\$ 309	10%	\$500	\$278		\$ 278	10%	\$0	\$250		\$250	10%	\$0	\$225
Managed SD-WAN 70Mbps	\$ 315	10%	\$500	\$284		\$ 284	10%	\$0	\$255		\$255	10%	\$0	\$230
Managed SD-WAN 80Mbps	\$ 321	10%	\$500	\$289		\$ 289	10%	\$0	\$260		\$260	10%	\$0	\$234
Managed SD-WAN 90Mbps	\$ 327	10%	\$500	\$294		\$ 294	10%	\$0	\$265		\$265	10%	\$0	\$238
Managed SD-WAN 100Mbps	\$ 351	10%	\$500	\$316		\$ 316	10%	\$0	\$284		\$284	10%	\$0	\$256
Managed SD-WAN 150Mbps	\$ 569	10%	\$500	\$512		\$ 512	10%	\$0	\$461		\$461	10%	\$0	\$415
Managed SD-WAN 200Mbps	\$ 581	10%	\$500	\$523		\$ 523	10%	\$0	\$471		\$471	10%	\$0	\$424
Managed SD-WAN 300Mbps	\$ 611	10%	\$500	\$550		\$ 550	10%	\$0	\$495		\$495	10%	\$0	\$445
Managed SD-WAN 400Mbps	\$ 641	10%	\$500	\$577		\$ 577	10%	\$0	\$519		\$519	10%	\$0	\$467
Managed SD-WAN 500Mbps	\$ 678	10%	\$500	\$610		\$ 610	10%	\$0	\$549		\$549	10%	\$0	\$494
Managed SD-WAN 600Mbps	\$ 756	10%	\$500	\$680		\$ 680	10%	\$0	\$612		\$612	10%	\$0	\$551
Managed SD-WAN 700Mbps	\$ 817	10%	\$500	\$735		\$ 735	10%	\$0	\$662		\$662	10%	\$0	\$596
Managed SD-WAN 800Mbps	\$ 847	10%	\$500	\$762		\$ 762	10%	\$0	\$686		\$686	10%	\$0	\$617
Managed SD-WAN 900Mbps	\$ 877	10%	\$500	\$789		\$ 789	10%	\$0	\$710		\$710	10%	\$0	\$639
Managed SD-WAN 1Gbps	\$ 998	10%	\$500	\$898		\$ 898	10%	\$0	\$808		\$808	10%	\$0	\$728
Managed SD-WAN 2Gbps	\$ 2,118	10%	\$500	\$1,906		\$ 1,906	10%	\$0	\$1,716		\$1,716	10%	\$0	\$1,544
Managed SD-WAN 3Gbps	\$ 2,299	10%	\$500	\$2,069		\$ 2,069	10%	\$0	\$1,862		\$1,862	10%	\$0	\$1,676
Managed SD-WAN 4Gbps	\$ 2,541	10%	\$500	\$2,287		\$ 2,287	10%	\$0	\$2,058		\$2,058	10%	\$0	\$1,852
Managed SD-WAN 5Gbps	\$ 2,904	10%	\$500	\$2,614		\$ 2,614	10%	\$0	\$2,352		\$2,352	10%	\$0	\$2,117
Managed SD-WAN 6Gbps	\$ 4,296	10%	\$500	\$3,866		\$ 3,866	10%	\$0	\$3,480		\$3,480	10%	\$0	\$3,132
Managed SD-WAN 7Gbps	\$ 4,417	10%	\$500	\$3,975		\$ 3,975	10%	\$0	\$3,578		\$3,578	10%	\$0	\$3,220
Managed SD-WAN 8Gbps	\$ 4,538	10%	\$500	\$4,084		\$ 4,084	10%	\$0	\$3,676		\$3,676	10%	\$0	\$3,308
Managed SD-WAN 9Gbps	\$ 4,659	10%	\$500	\$4,193		\$ 4,193	10%	\$0	\$3,774		\$3,774	10%	\$0	\$3,396
Managed SD-WAN 10Gbps	\$ 4,780	10%	\$500	\$4,302		\$ 4,302	10%	\$0	\$3,872		\$3,872	10%	\$0	\$3,485



**Billing Structure Description:**

All pricing is per-node unless otherwise specified. The standard pricing tables apply only to on-net locations where Crown Castle Fiber has existing fiber. Special Construction charges may apply for off-net locations. "Off-Schedule" is defined as any existing technology with customized configurations that are not listed in the pricing schedule.

Pricing noted as ICB is done so due to variables that cannot be determined until the scope of the required work has been realized. This pricing will be based on the cost of providing the requested service.

Monthly subscription is per site, per bandwidth commit.

**Notes:**

1. Ceiling Pricing. Crown Castle Fiber always reviews the specific conditions of a service request in order to develop the most cost effective solution for the customer. All the prices are ceiling, not to exceed, prices and Crown Castle Fiber will look to offer better pricing based on the customer's particular application and circumstances.
2. Renewal Discount. If a customer renews a 36 or 60-month initial term agreement for an additional term of 36 months or 60 months, such customer shall be entitled to a 10% reduction in the applicable monthly contract rates for the renewal term. Any such renewal shall be set forth in a renewal service order.
3. Bundled Services Discount. Crown Castle Fiber has reduced the price for Internet Access Services when bundled with Ethernet services. This pricing is located on the Ethernet Multi-Point services tab.
4. "Special Construction" charges may apply where Crown Castle Fiber must extend its existing fiber network in order to provide service to a customer location. In all such cases, these Special Construction charges will be identified and presented to the customer in the initial proposal for the customer's review and acceptance. Special Construction charges can be settled as a one-time payment or the sum can be broken up over 18 months. In the event that customer terminates a service with Special Construction charges prior to the expiration of the initial term, customer will be required to pay all unpaid Special Construction charges, in addition to the stranded investment charges set forth below, within forty-five (45) days of customer's receipt of the applicable invoice.
5. Stranded Investment. If the customer cancels the service prior to the completion of the initial term, the customer will be responsible for the following stranded investment charge: 1) 100% of the monthly recurring charges remaining in months one through twelve of the initial term, 75% of the monthly recurring charges remaining in months thirteen through twenty-four of the initial term, and 50% of the monthly recurring charges remaining in months twenty-five through the end of the initial term; and 2) all disconnection or termination charges payable to any third parties incurred by Crown Castle Fiber on customer's behalf relating to the service, to the extent such charges are not recouped by Crown Castle Fiber from the payments made by customer under clause (1) above. Such stranded investment charge shall be paid within forty-five (45) days of customer's receipt of the applicable invoice. Customer will not be responsible for stranded investment charges where customer simultaneously orders a replacement service to a location then served by Crown Castle Fiber's existing network ("Replacement Service") with equal or greater monthly recurring charges for an equal or greater term as the cancelled service, provided that customer (i) pays all applicable charges in connection with provisioning such Replacement Service, and (ii) reimburses Crown Castle Fiber for any costs related to the cancelled service, including unpaid Special Construction charges and underlying third-party provider termination fees. Any such Replacement Service shall be documented in an amendment mutually agreed upon and executed by Crown Castle Fiber and Customer.
6. The customer is responsible for providing cable access via conduit or aerial means to the termination point within the customer's premises. The customer must also provide electrical power and UPS protection if desired. Crown Castle Fiber will provide a network interface device, usually a switch with the appropriate interface port. The customer is responsible for all interior cabling beyond the network interface device. The customer is responsible for any cross-connect charge imposed by third parties, such as telecom hotels, for the interconnection of Crown Castle Fiber service to the customer's location. Crown Castle Fiber will pass through such cross-connect charge without mark-up to the customer.
7. Crown Castle Fiber will provide technician labor for post installation move, add, and change work at rates that are specified above.
8. Managed SD-WAN is a fully Managed Solution which is an application of Software Defined Network (SDN) technology. It is an overlay network running over underlay networks (e.g. public internet, MPLS). It does not interact with the underlay network (transport). Provides a virtual overlay network that enables application aware, policy driven and orchestrated connectivity between SD WAN User Network Interface. Vendor offers Support for multiple underlay options including IP, MPLS, or bring-your-own-transport.
9. High Availability - Dual SD WAN Edge devices deployed at the customer location setup in "Active Passive" configuration to provide redundancy. The two appliances are connected to each other with a fallback mechanism based on pre determined policies, if the primary device has an issue, the traffic will default to the second device.
10. Next-Gen Firewall - Consists of the following additional security features that can be enable if desired including: IP Filtering, URL/Domain Filtering.

Crown Castle Fiber

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Section 7 - Cloud Connect

Description	12 Month				36 Month				60 Month			
	List Price MRC	Discount %	Install / NRC	MRC	List Price MRC	Discount t %	Install / NRC	MRC	List Price MRC	Discount t %	Install / NRC	MRC
Cloud Connect												
Transport only: 50 Mbps E-Line Private connection to the AWS Cloud (Ashburn, Virginia) Per Location	\$ 544	20%	\$0	\$435	\$ 490	20%	\$0	\$392	\$441	20%	\$0	\$353
Transport only: 100 Mbps E-Line Private connection to the AWS Cloud (Ashburn, Virginia) Per Location	\$ 635	20%	\$0	\$508	\$ 572	20%	\$0	\$457	\$514	20%	\$0	\$411
Transport only: 200 Mbps E-Line Private connection to the AWS Cloud (Ashburn, Virginia) Per Location	\$ 788	20%	\$0	\$630	\$ 709	20%	\$0	\$567	\$638	20%	\$0	\$511
Transport only: 300 Mbps E-Line Private connection to the AWS Cloud (Ashburn, Virginia) Per Location	\$ 811	20%	\$0	\$649	\$ 730	20%	\$0	\$584	\$657	20%	\$0	\$526
Transport only: 400 Mbps E-Line Private connection to the AWS Cloud (Ashburn, Virginia) Per Location	\$ 924	20%	\$0	\$739	\$ 832	20%	\$0	\$665	\$748	20%	\$0	\$599
Transport only: 500 Mbps E-Line Private connection to the AWS Cloud (Ashburn, Virginia) Per Location	\$ 1,015	20%	\$0	\$812	\$ 914	20%	\$0	\$731	\$822	20%	\$0	\$658
Transport only: 1Gbps E-Line Private connection to the AWS Cloud (Ashburn, Virginia) Per Location	\$ 1,606	20%	\$0	\$1,284	\$ 1,489	20%	\$0	\$1,191	\$1,384	20%	\$0	\$1,107
Transport only : 10Gbps E-Line Private connection to the AWS Cloud (Ashburn, Virginia) Per Location	\$ 2,548	20%	\$0	\$2,038	\$ 2,337	20%	\$0	\$1,870	\$2,147	20%	\$0	\$1,718
Transport only: 100Gbps Wavelength Private connection to the AWS Cloud (Ashburn, Virginia)	\$ 8,303	20%	\$0	\$6,642	\$ 7,516	20%	\$0	\$6,013	\$6,808	20%	\$0	\$5,446
Transport Only: 1Gbps E-Line Private connection to the Microsoft Azure Cloud ExpressRoute (Ashburn, Virginia) Per Location	\$ 1,668	20%	\$0	\$1,334	\$ 1,489	20%	\$0	\$1,191	\$1,384	20%	\$0	\$1,107
Transport Only: 10Gbps E-Line Private connection to the Microsoft Azure Cloud ExpressRoute (Ashburn, Virginia) Per Location	\$ 2,735	20%	\$0	\$2,188	\$ 2,337	20%	\$0	\$1,870	\$2,147	20%	\$0	\$1,718
Transport Only: 100Gbps Wavelength Private connection to the Microsoft Azure Cloud ExpressRoute (Ashburn, Virginia)	\$ 8,466	20%	\$0	\$6,772	\$ 7,663	20%	\$0	\$6,130	\$6,940	20%	\$0	\$5,552
Transport Only: 10Gbps E-Line Private connection to the Google Cloud Interconnect - Dedicated (Ashburn, Virginia) Per Location	\$ 2,548	20%	\$0	\$2,038	\$ 2,337	20%	\$0	\$1,870	\$2,147	20%	\$0	\$1,718
Transport Only: 100Gbps Wavelength Private connection to the Google Cloud Interconnect - Dedicated (Ashburn, Virginia)	\$ 8,303	20%	\$0	\$6,642	\$ 7,516	20%	\$0	\$6,013	\$6,808	20%	\$0	\$5,446

**Billing Structure Description:**  
All pricing is per-node unless otherwise specified. The standard pricing tables apply only to on-net locations where Crown Castle Fiber has existing fiber. Special Construction charges may apply for off-net locations. "Off-Schedule" is defined as any existing technology with customized configurations that are not listed in the pricing schedule.

Pricing noted as ICB is done so due to variables that cannot be determined until the scope of the required work has been realized. This pricing will be based on the cost of providing the requested service.

**Notes:**

1. Ceiling Pricing. Crown Castle Fiber always reviews the specific conditions of a service request in order to develop the most cost effective solution for the customer. All the prices are ceiling, not to exceed, prices and Crown Castle Fiber will look to offer better pricing based on the customer's particular application and circumstances.
2. Renewal Discount. If a customer renews a 36 or 60-month initial term agreement for an additional term of 36 months or 60 months, such customer shall be entitled to a 10% reduction in the applicable monthly contract rates for the renewal term. Any such renewal shall be set forth in a renewal service order.
3. Bundled Services Discount. Crown Castle Fiber has reduced the price for Internet Access Services when bundled with Ethernet services. This pricing is located on the Ethernet Multi-Point services tab.
4. "Special Construction" charges may apply where Crown Castle Fiber must extend its existing fiber network in order to provide service to a customer location. In all such cases, these Special Construction charges will be identified and presented to the customer in the initial proposal for the customer's review and acceptance. Special Construction charges can be settled as a one-time payment or the sum can be broken up over 18 months. In the event that customer terminates a service with Special Construction charges prior to the expiration of the initial term, customer will be required to pay all unpaid Special Construction charges, in addition to the stranded investment charges set forth below, within forty-five (45) days of customer's receipt of the applicable invoice.
5. Stranded Investment. If the customer cancels the service prior to the completion of the initial term, the customer will be responsible for the following stranded investment charge: 1) 100% of the monthly recurring charges remaining in months one through twelve of the initial term, 75% of the monthly recurring charges remaining in months thirteen through twenty-four of the initial term, and 50% of the monthly recurring charges remaining in months twenty-five through the end of the initial term; and 2) all disconnection or termination charges payable to any third parties incurred by Crown Castle Fiber on customer's behalf relating to the service, to the extent such charges are not recouped by Crown Castle Fiber from the payments made by customer under clause (1) above. Such stranded investment charge shall be paid within forty-five (45) days of customer's receipt of the applicable invoice. Customer will not be responsible for stranded investment charges where customer simultaneously orders a replacement service to a location then served by Crown Castle Fiber's existing network ("Replacement Service") with equal or greater monthly recurring charges for an equal or greater term as the cancelled service, provided that customer (i) pays all applicable charges in connection with provisioning such Replacement Service, and (ii) reimburses Crown Castle Fiber for any costs related to the cancelled service, including unpaid Special Construction charges and underlying third-party provider termination fees. Any such Replacement Service shall be documented in an amendment mutually agreed upon and executed by Crown Castle Fiber and Customer.
6. The customer is responsible for providing cable access via conduit or aerial means to the termination point within the customer's premises. The customer must also provide electrical power and UPS protection if desired. Crown Castle Fiber will provide a network interface device, usually a switch with the appropriate interface port. The customer is responsible for all interior cabling beyond the network interface device. The customer is responsible for any cross-connect charge imposed by third parties, such as telecom hotels, for the interconnection of Crown Castle Fiber service to the customer's location. Crown Castle Fiber will pass through such cross-connect charge without mark-up to the customer.
7. Crown Castle Fiber will provide technician labor for post installation move, add, and change work at rates that are specified above.



4352 BAY ROAD, #207, SAGINAW, MI 48603 TELEPHONE: 888-964-2227

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**MASTER SERVICE AGREEMENT  
CONTRACT NUMBER: 190AN-MTTISAFBOS2022-0827**

**ATTACHMENT C – MEMBER PARTICIPATION AGREEMENT**

**[Attachment C, Member Participation Agreement, immediately follows this page  
as Appendices A through F]**

APPENDIX A – Crown Castle Master Telecommunication License Agreement (MTLA)

APPENDIX B - Crown Castle Fiber Ethernet Supplement (SLA)

APPENDIX C – Crown Castle Fiber Dedicated Internet Access (DIA) Supplement (SLA)

APPENDIX D – Crown Castle Fiber Dark Fiber Supplement (SLA)

APPENDIX E – Crown Castle Fiber Wavelength Supplement (SLA)

APPENDIX F – Crown Castle Fiber SD-WAN Supplement (SLA)



## Appendix A

## MASTER TELECOMMUNICATIONS LICENSE AGREEMENT

<b>LICENSEE:</b>	
<b>Address:</b>	
<b>State of Organization:</b>	

This **MASTER TELECOMMUNICATIONS LICENSE AGREEMENT** is effective as of the last date of execution below ("Effective Date") by and between **CROWN CASTLE FIBER LLC** ("Crown Castle" or "Company"), and Licensee (as named above). This Master Telecommunication License Agreement and any and all Supplements (as defined herein) and exhibits hereto are collectively referred to as the "Agreement". Crown Castle and Licensee are collectively referred to as the "Parties" or individually as a "Party".

### 1. PRODUCTS, ORDER FORMS, AND SUPPLEMENTS.

**1.1 Products and Order Forms.** This Agreement applies to each telecommunications facility, or product, provided or licensed by Crown Castle to Licensee (each a "Product"). Each Product will be specified in an order form executed by the Parties (each an "Order Form"). Purchase orders issued by Licensee shall not be deemed to amend, modify or supplement this Agreement or any Order Form issued hereunder and shall not be legally binding on Crown Castle unless otherwise agreed in writing by Crown Castle.

**1.2 Supplements.** From time to time, the Parties may execute one or more supplements to this Agreement that may contain technical specifications, service level objectives, and other terms and conditions applicable to specific types of Products (each a "Supplement"). Upon execution by the Parties, each such Supplement shall be incorporated into this Agreement. In the event Crown Castle and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by an Order Form, then the product-specific portion of the then-current version of the "Crown Castle Terms and Conditions" available at <https://fiber.crowncastle.com/crown-castle-telecommunications-license-terms-and-conditions.pdf> ("Online Terms"), shall apply.

**1.3 Crown Castle Affiliates.** At Crown Castle's option, Products may be provided or licensed by Crown Castle, or by an Affiliate of Crown Castle. Any charges or other amounts received by the Crown Castle under this Agreement, to the extent attributable to Products provided or licensed by an Affiliate of Crown Castle, shall be received by Crown Castle in its capacity as an agent on behalf of such Affiliate. Internet access will be provided by Crown Castle's affiliate, Crown Castle Fiber Enterprise LLC. In addition, Order Forms may be executed by an Affiliate of Crown Castle, and in such event, any and all references to "Crown Castle" herein shall be deemed to be a reference to the applicable Affiliate of Crown Castle that executed such Order Form. The term "Affiliate" as used hereunder shall mean, with respect to either Party, any entity controlled by, in control of, or under common control with such Party.

### 2. TERM.

**2.1 Agreement Term.** The term of this Agreement commences on the Effective Date, and continues through the later of (i) five (5) years from Effective Date, or (ii) latest expiration of active Order Forms, unless earlier terminated as provided herein. This Agreement is a set of general terms and conditions, and does not obligate either Party to provide or pay for any Product other than as reflected in a particular Order Form executed by the Parties.

**2.2 Product Term.** The term (each a "Product Term") for each Product begins on the Acceptance Date (as defined below) applicable to such Product, and remains in effect until the expiration of the initial Product Term specified in the applicable Order Form unless earlier terminated as provided herein. The Product Term shall automatically extend for consecutive one-year renewal terms, unless either Party notifies the other of its intent not to renew at least ninety (90) days prior to the expiration of the then-current initial or renewal Product Term.

**2.3 Acceptance Date.** The "Acceptance Date" for each Product shall be the earliest of (a) the date on which Licensee delivers written notice of acceptance, (b) the date on which Licensee begins to use the Product, other than for testing purposes, or (c) the second (2<sup>nd</sup>) business day following Crown Castle's delivery of notice of the installation of the Product (such notice, a "Connection Notice"), unless Licensee notifies Crown Castle in writing within said two-day period of a Defect in the Product, specifying in detail the nature of such Defect. A "Defect" exists if the Product fails to perform materially in accordance with its technical specifications as set forth in the applicable Supplement ("Specifications"). Upon receipt of notice of a Defect, Crown Castle and Licensee shall work cooperatively to promptly remedy such Defect, and Crown Castle shall deliver another Connection Notice, whereupon the process described in the first sentence of this Section shall apply again. If the Acceptance Date is delayed as a result of any failure, act or omission of Licensee, Crown Castle will give Licensee written notice to cure such failure within five (5) calendar days. If Licensee fails to cure within such period, the Acceptance Date will be deemed to be the end of such five (5) calendar-day period.

### 3. PAYMENT TERMS.

**3.1 Charges.** Crown Castle will invoice Licensee for any non-recurring charge (“NRC”) associated with the Product upon or after execution of the applicable Order Form. The monthly-recurring charge (“MRC”) associated with the Product shall begin to accrue on the Acceptance Date of such Product. Crown Castle will invoice Licensee the MRC associated with the Product in advance, except Crown Castle will invoice Licensee usage based charges (if any) associated with the Product in arrears. An MRC for a partial month will be pro-rated. Licensee shall be responsible for payment of the MRC for the entire Product Term specified in the applicable Order Form.

**3.2 Payments; Late Payments.** Licensee shall pay each invoice within thirty (30) days of the date of the invoice (the “Due Date”), without setoff or deduction. In the event Licensee fails to make any payment by the Due Date, Licensee shall pay a late charge on all past due amounts at the rate of one and one-half percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Crown Castle shall be entitled to recover from Licensee all collection costs, including attorney fees.

**3.3 Disputed Payments.** Licensee may in good faith dispute charges set forth in an invoice, provided Licensee notifies Crown Castle of such dispute in writing no later than sixty (60) days after the date of the invoice. Failure of Licensee to so notify Crown Castle of any dispute shall constitute a waiver by Licensee of any dispute. In the event Licensee so disputes any amount in good faith, Licensee must submit a documented claim in writing for the disputed amount and pay the undisputed amounts in accordance with Section 3.2. Licensee shall submit all documentation as may reasonably be required to support the claim. If the dispute is resolved in favor of Licensee and Licensee previously paid the disputed amount to Crown Castle, Crown Castle will apply a credit to Licensee’s account in the amount of the dispute. If the dispute is resolved in Crown Castle’s favor and Licensee has withheld the disputed amount, Licensee must pay the disputed amount (together with the late payment charge pursuant to Section 3.2) within five (5) business days following notice of the resolution of the dispute.

### 4. TAXES AND FEES.

**4.1 Taxes and Fees.** All charges set forth in an Order Form(s) are exclusive of, and Licensee shall be responsible for and agrees to pay, any and all applicable international, federal, state and local use, excise, sales, value added, consumption, gross receipts, access, franchise and other taxes, fees, assessments, duties and surcharges (including, without limitation, any universal service fund surcharge) levied or imposed upon Crown Castle or Licensee in connection with the provision, sale or use of the Product or facility furnished to Licensee and which Crown Castle is required or permitted to collect from Licensee (collectively referred to as “Taxes”). Licensee shall not be responsible for, and Taxes will not include, taxes on Crown Castle’s net income. If Licensee believes it is exempt from Taxes, Licensee shall provide Crown Castle with a valid and duly executed exemption certificate and any other information with respect to such exemption as Crown Castle may require; such certificate will be honored from the date that Crown Castle receives such certificate and additional information from Licensee. If any such exemption is ruled invalid by the tax or governmental authority for any reason, Licensee shall reimburse Crown Castle for any Taxes, including without limitation any penalties and interest, arising from or in connection with such invalid claim of exemption.

**4.2 REIT Status.** Licensee acknowledges that: (i) Crown Castle is directly or indirectly owned in whole or in part by an entity (“REIT Owner”) that qualifies as a “real estate investment trust” (“REIT”) under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the “Code”); and (ii) Crown Castle and REIT Owner are therefore subject to operating and other restrictions under the Code. The Parties intend that this Agreement shall constitute a lease of the Products for purposes of Section 856 of the Code, and the Parties shall not take any position on any tax return inconsistent therewith except as required by law.

### 5. CROWN CASTLE EQUIPMENT AND NETWORK; LICENSEE EQUIPMENT.

**5.1 Crown Castle Equipment; Crown Castle Network.** The telecommunications devices, apparatus and associated equipment owned, leased, or otherwise obtained by Crown Castle to provide Products (“Crown Castle Equipment”) and Crown Castle’s fiber optic cable network and associated optical/electronic equipment used to deliver Products, whether owned, leased or otherwise obtained by Crown Castle (the “Crown Castle Network”) shall remain the sole and exclusive property of Crown Castle notwithstanding that it may be or become attached or affixed to real property, and nothing contained herein or in any Order Form grants or conveys to Licensee any right, title or interest in any Crown Castle Equipment or the Crown Castle Network. Licensee may not, and may not permit others to, alter, adjust, encumber, tamper, repair, rearrange, change, remove, relocate, or damage any Crown Castle Equipment or the Crown Castle Network without the prior written consent of Crown Castle. Licensee may not cause any liens to be placed on any Crown Castle Equipment or the Crown Castle Network, and will cause any such liens to be removed within ten (10) days of Licensee’s knowledge thereof. Licensee shall be liable to Crown Castle for any loss or damage to the Crown Castle Equipment or Crown Castle Network caused by Licensee or Licensee’s employees, contractors, agents or end users. Nothing herein shall prevent Crown Castle from using the Crown Castle Network and Crown Castle Equipment to provide products to other customers.

**5.2 Extension of Network.** To the extent an Order Form requires Crown Castle to complete construction, extend the Crown Castle Network and/or obtain additional Underlying Rights, Licensee shall use commercially reasonable efforts to assist Crown Castle in obtaining such Underlying Rights as necessary to provide the Product. Crown Castle may, without liability to either Party, terminate a Product prior to delivery, if Crown Castle encounters unexpected construction costs, or unavailability of or excess costs for Underlying Rights, that make the construction economically or legally unfeasible. Following the Acceptance Date of the Product, in the event that Crown Castle is unable to maintain any necessary Underlying Rights without incurring additional costs, unless Licensee bears the costs of obtaining such Underlying Rights, Crown Castle may cancel the applicable Order Form and shall incur no liability to Licensee hereunder. Without limiting the foregoing, Crown Castle shall not be deemed to be in breach of this Agreement for its failure to meet any anticipated Product installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure Event, (ii) failure to obtain, or delay in obtaining, any required Underlying

Rights, (iii) construction delays, or (iv) any other circumstances beyond the control of Crown Castle. “Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Crown Castle Network and/or for Crown Castle to provide a Product other than building access rights described in Section 7.1. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Products that are necessary for Crown Castle to provide a Product. “Off-Net Products” shall mean any products provided by a third-party. “On-Net Products” shall mean Products that use transmission and related facilities owned and controlled by Crown Castle.

**5.3 Licensee Equipment.** Licensee shall, at its own expense, procure any equipment necessary to implement or receive each Product (“Licensee Equipment”). Crown Castle will have no obligation to install, maintain, or repair Licensee Equipment. Promptly upon notice from Crown Castle, Licensee shall eliminate any hazard, interference or Product obstruction that any such Licensee Equipment is causing or may cause as reasonably determined by Crown Castle.

## **6. MAINTENANCE.**

**6.1 Scheduled Maintenance.** Crown Castle will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt the Product between 12:00 midnight and 6:00 a.m. local time or, upon Licensee’s reasonable request, at a time mutually agreed to by Licensee and Crown Castle. Crown Castle will use commercially reasonable efforts to notify Licensee of scheduled maintenance that is reasonably expected to interrupt the Product via telephone or e-mail, no less than five (5) days prior to commencement of such maintenance activities. Licensee shall provide a list of Licensee contacts for maintenance and escalation purposes, which may be included on the Order Forms, and Licensee shall provide updated lists to Crown Castle, as necessary.

**6.2 Emergency Maintenance.** Crown Castle may perform emergency maintenance in its reasonable discretion, with or without prior notice to Licensee, to preserve the overall integrity of the Crown Castle Network. Crown Castle will notify Licensee as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts a Product.

**6.3 Product Issues.** Licensee may notify Crown Castle’s Network Operating Center (“NOC”) of Product problems by telephone 888-LT-FIBER, or at the contacts listed in Crown Castle’s Customer Support Information provided to Licensee, which may be updated by Crown Castle from time to time. If Crown Castle dispatches a field technician to Licensee or an end-user location and the problem is caused by (i) the Licensee Equipment or any end-user’s equipment or (ii) any acts or omissions of Licensee or its end user, or of any of its or their invitees, licensees, customers or contractors, Licensee will pay Crown Castle for any and all associated time and materials at Crown Castle’s then-standard rates.

## **7. IMPLEMENTATION REQUIREMENTS.**

**7.1 Access to Premises.** Unless otherwise provided for in the applicable Order Form, Licensee, at its own expense, shall secure throughout the Product Term any easements, leases, licenses or other agreements necessary to allow Crown Castle to use pathways into and in each building at which Licensee’s or its end-user’s premises is located, to the Demarcation Point. Such access rights shall grant to Crown Castle the right to access such premises to the extent reasonably requested by Crown Castle to install, maintain, repair, replace and remove any and all equipment, cables or other devices Crown Castle deems necessary to provide the Product. Upon expiration or termination of the applicable Product Term, Licensee shall grant Crown Castle access to its premises as necessary to enable Crown Castle to remove the Crown Castle Equipment. Crown Castle, its employees, contractors and agents shall have access to any Crown Castle Equipment or facilities at a Licensee or end user premises. Notwithstanding anything to the contrary herein, Crown Castle shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Licensee (including, but not limited to, the failure to provide Crown Castle prompt access) and/or caused by any notice or access restrictions or requirements. “Demarcation Point” shall mean the network interface point where Crown Castle hands off the Product to Licensee. The Demarcation Point delineates where responsibility for the Parties’ respective networks, equipment and/or maintenance obligations begin and end. Licensee is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

**7.2 Space and Power.** Licensee shall procure and make available to Crown Castle, at Licensee’s locations and at end user locations where a Product is provided or licensed, at Licensee’s sole cost and expense, adequate space, AC power and HVAC for Crown Castle Equipment.

**7.3 Property Owner Not Liable.** Neither Licensee nor any of Licensee’s end-users shall have any recourse against any property owner or property manager of any premises to which any Product is delivered and/or at which Crown Castle Network or Equipment is located, as a result of or in reliance upon this Agreement. Without limiting the foregoing, this provision shall not be construed to impose any liability on Crown Castle, nor shall Crown Castle have any liability, for or on behalf of such property owner or property manager.

## **8. DEFAULT & REMEDIES**

**8.1 Default By Licensee; Suspension.** In the event (i) Licensee fails to timely and fully make any payment required hereunder, and such payment breach is not cured within five (5) days after written notice thereof, or (ii) Licensee breaches any other provision of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof, then Crown Castle may, at its sole option, either (a) terminate any and all Products, (b) suspend the affected Product to which the breach is related without further notice to Licensee, and/or (c) pursue any other remedies available to Crown Castle at law, or in equity.



**8.2 Default By Crown Castle.** Licensee may terminate a Product in the event Crown Castle breaches this Agreement with respect to such Product and such breach is not cured within thirty (30) days after Crown Castle's receipt of written notice thereof, provided that if a breach subject to this Section 8.2 cannot be cured within thirty (30) days, but is capable of being cured within a reasonable time thereafter, then Licensee may not terminate the Product if Crown Castle commences to cure within said thirty (30) days and thereafter diligently and continuously pursues such cure to completion, or Crown Castle provides Licensee reasonable assurance that the same breach to the same Product will not subsequently occur.

## **9. INSURANCE.**

**9.1 Insurance.** Each Party shall procure and maintain the following insurance coverage:

- Commercial General and Umbrella Liability Insurance. Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 for each occurrence. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. Each Party shall name the other Party as an additional insured to provide coverage for the additional insured on a primary and non-contributory basis. The coverage provided to the additional insured shall apply to the extent of the indemnification obligation identified in paragraphs 10.2.
- Workers Compensation Insurance. Workers compensation and employers liability insurance as required by the laws and regulations applicable to the employees who are engaged in the performance of any activities hereunder or under an Order Form.

**9.2 Type and Proof of Insurance.** The insurance coverage required by this Section 9 shall be obtained on an occurrence basis from carriers having a Best Rating Product rating of A- or better. Upon request, a Party will provide the other Party a certificate of insurance or other proof of such insurance.

## **10. LIMITATION OF LIABILITY; INDEMNIFICATION.**

**10.1. LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR DATA, OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT OR ANY ORDER FORM, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

CROWN CASTLE'S TOTAL LIABILITY TO LICENSEE IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) PROVEN DIRECT DAMAGES OR (B) THE AGGREGATE AMOUNT OF PAYMENTS MADE BY LICENSEE TO CROWN CASTLE FOR THE AFFECTED PRODUCT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CIRCUMSTANCES GIVING RISE TO THE CLAIM OCCURRED. IN NO EVENT SHALL CROWN CASTLE BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF UNAFFILIATED THIRD PARTIES, INCLUDING UNDERLYING PRODUCT PROVIDERS, OR ANY THIRD-PARTY EQUIPMENT OR PRODUCTS NOT PROVIDED OR LICENSED BY CROWN CASTLE.

**10.2. Indemnification.** Except to the extent of the other Party's negligence or willful misconduct, each Party shall indemnify, defend, release, and hold harmless the other Party, its Affiliates, directors, members, officers, employees, managers, agents, representatives, and contractors (collectively, "Indemnitees") from and against any third-party action, claim, suit, judgment, damage, demand, loss, or penalty, and any cost or expense associated therewith (including but not limited to reasonable attorneys' fees, expert fees and costs) (collectively, "Claims") imposed upon such Indemnitee(s) by reason of damage to real or tangible personal property or for bodily injury, including death, as a result of any willful misconduct or negligent act or omission on the part of the indemnifying Party in connection with the performance of this Agreement. In addition to the foregoing, Licensee shall indemnify, defend, release, and hold harmless Crown Castle and its Indemnitees from and against any third-party Claims brought against such Crown Castle and its Indemnitees arising from or in connection with Licensee's (or its end users') unlawful use of a Product.

**10.3. Indemnification Process.** If a Party ("Indemnifying Party") is required to indemnify the other Party ("Indemnified Party") pursuant to Section 10.2, the Indemnified Party shall promptly notify the Indemnifying Party. The Indemnifying Party will be permitted to assume primary control of the defense of the action with counsel of the Indemnifying Party's choice. The Indemnified Party will cooperate in the defense of the action as requested by the Indemnifying Party. The Indemnified Party may, but shall not be required to, participate in the defense of the action with its own counsel, at its own expense. The Indemnifying Party will assume the cost of the defense on behalf of the Indemnified Party and its Affiliates (other than the expense of Indemnified Party's counsel pursuant to the immediately preceding sentence) and will pay all expenses and satisfy all judgments which may be incurred or rendered against the Indemnified Party or its Affiliates in connection therewith, provided that without the Indemnified Party's written consent, the Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, or wrongdoing on the part of the Indemnified Party, which would otherwise adversely affect the Indemnified Party, or which results in less than a full release of all claims.

## 11. REPRESENTATIONS AND WARRANTIES.

**11.1** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CROWN CASTLE MAKES NO REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, EITHER EXPRESS, IMPLIED OR STATUTORY, AND CROWN CASTLE HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, (i) NON-INFRINGEMENT, (ii) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (iii) PERFORMANCE OR INTEROPERABILITY OF THE PRODUCT WITH ANY LICENSEE OR END-USER EQUIPMENT. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY OR FURNISHED BY ANY THIRD PARTY.

**11.2** Each Party represents and warrants to the other that (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, (b) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Products (including but not limited to the FCC's "intermediate provider" requirements, 47 CFR § 64.2119, where applicable), and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

## 12. CONFIDENTIALITY; SERVICE MARKS; PUBLICITY.

**12.1 Confidentiality.** "Proprietary Information" means any information supplied by the disclosing Party, or its Affiliate, to a receiving Party, or its Affiliate, or obtained by the receiving Party, or its Affiliate, in the provision or receiving of a Product hereunder, in each instance relating to the disclosing Party, its Affiliates, and/or its customers which has been designated as confidential, proprietary or private or which, from the circumstances, in good faith should be treated as confidential. Proprietary Information shall not include any of the following: (i) information that has been, or is subsequently, made public by the disclosing Party through no wrongful act of the receiving Party; (ii) information that is independently developed by the receiving Party without using any Proprietary Information of the disclosing Party; and (iii) information that has been previously known by or disclosed to the receiving Party by a third party not bound by confidentiality restrictions. Pricing information exchanged in connection with this Agreement, or included in any Order Form hereunder, and the terms and conditions of this Agreement, are hereby designated as confidential without further obligation on the part of either Party to mark or designate it as such. Each Party shall maintain in strict confidence all Proprietary Information of the other. Neither Party shall disclose Proprietary Information to any third person, except a receiving Party shall be permitted, without the disclosing Party's prior written consent, to disclose Proprietary Information to its employees and Affiliates, financial, technical and professional advisors, representatives, contractors, subcontractors and consultants provided that the receiving Party has taken reasonable steps to ensure that such Proprietary Information is kept strictly confidential consistent with the confidentiality obligations hereunder. If a receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then to the extent permitted by applicable law, such receiving Party shall provide the disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or shall waive the receiving Party's compliance with the requirements of the foregoing sentence with respect to all or part of such Proprietary Information.

**12.2 Service Marks, Trademarks and Publicity.** Neither Party shall: (a) use the name, service mark, trademark, trade name, logo, or trade dress of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication, unless it obtains the other Party's prior written approval.

**13. ASSIGNMENT.** Neither Party will assign or transfer this Agreement or any license or Order Form hereunder without the other Party's prior written consent, such consent not to be unreasonably withheld. Any assignment made in violation of this requirement shall be void and invalid. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a person or entity (i) that controls, is controlled by or is under common control with the assigning Party, (ii) which purchases all or substantially all of its assets or equity, or (iii) resulting from any merger, consolidation or other reorganization involving such Party.

**14. FORCE MAJEURE.** Neither Party shall be liable, nor shall any credit or other remedy be extended, for any delay or failure to fulfill any obligation under this Agreement or any Order Forms due to any cause beyond a Party's reasonable control, including, but not limited to: acts of God, flood, extreme weather, fire, natural calamity, terrorism, any moratorium, law, order, regulation, action or inaction of any governmental entity or civil or military authority, power or utility failures, fiber or cable cuts caused by third parties, unavailability of rights-of-way, national emergencies, insurrection, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties, pole hits, or material shortages (each a "Force Majeure Event").

**15. NOTICES.** Any request to terminate this Agreement, or any claim for breach thereof, shall be in writing and transmitted either via (i) overnight courier or hand delivery, or (ii) certified or registered mail, postage prepaid and return receipt requested, to the other Party at the following address. Notices shall be deemed delivered upon receipt.

### Address for Licensee Notices:

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\*\*\*  
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### Address for Crown Castle Notices:

Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317  
Attention: Legal Department – Networks

A Party may change the address for notices by notice to the other Party provided pursuant to this Section 15. All other notices, requests, or communications may be transmitted by email as specified in the relevant invoice or Order Form, at <http://fiber.crowncastle.com/support>, or as otherwise directed by Crown Castle.

## **16. MISCELLANEOUS**

**16.1 Governing Law.** This Agreement shall be governed by the laws of the State of Delaware without regard to its choice of law principles.

**16.2 No Third-Party Beneficiaries.** The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns. It is the explicit intention of the Parties hereto that no person or entity other than the Parties (and, with respect to the provisions of Section 10, the Indemnitees) is or shall be entitled to any legal rights under this Agreement.

**16.3 Relationship of the Parties.** The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute or create a partnership, joint venture or similar relationship. Nothing in this Agreement shall be construed to authorize either Party to represent the other Party for any purpose whatsoever without the prior written consent of such other Party.

**16.4 Order of Precedence.** If any conflict or contradiction exists between these general terms and conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of an Order Form, the terms of the Order Form will control. If any conflict or contradiction exists between these general terms and conditions and the terms of an Order Form, the terms of the Order Form will control.

**16.5 Non-Exclusivity.** This Agreement is non-exclusive. Both Parties may enter into similar arrangements with others, and Crown Castle may, as part of its normal business undertakings, actively market its products to any person or entity anywhere in the world, including but not limited to in competition with Licensee and/or Licensee's end users.

**16.6 Non-Waiver.** The waiver by any Party hereto of a breach or a default under any of the provisions of this Agreement, any Supplement or any Order Form, or the failure of any Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall not thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provision, right or privilege hereunder.

**16.7 Survival.** The terms and provisions contained in this Agreement that by their nature and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance and termination or early termination of this Agreement, including, without limitation, provisions for indemnification, confidentiality, and the making of payments due hereunder.

**16.8 Headings.** Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

**16.9 Severability; Void or Illegal Provisions.** If any part of this Agreement, Supplement or an Order Form shall be determined to be invalid or unenforceable by a court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement or such Order Form. The remainder of this Agreement will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties. The Parties will replace the severed provision with a provision that reflects the initial intention of the Parties.

**16.10 Entire Agreement; Amendment.** This Agreement, including all Supplements, Order Forms, exhibits and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written, with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties.

**16.11 Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that fully-executed electronic copies or facsimile copies of this Agreement and corresponding Order Forms are legally binding and shall act as originals for the purpose thereof.

**16.12 Disconnection Notice Requirement.** Licensee shall submit all requests for disconnection of Products in writing to Crown Castle. The effective date of any such disconnection will be the later of (i) thirty (30) days from Crown Castle's receipt of such disconnection request, or (ii) the date requested by Licensee in the disconnection request. Each disconnection request must specify the Licensee name and address, email address and telephone number of the person authorizing the disconnect, the circuit ID for the Product to which the disconnect request applies, the product type, and requested disconnection date. Upon termination of a Product, Crown Castle shall have the right (but not the obligation) to act on behalf of and as agent for Licensee to terminate all cross-connects relating to such Product, including cross-connects ordered by Licensee. Upon request Licensee shall confirm to the applicable supplier of the cross-connect(s) that Crown Castle is authorized to terminate such cross-connects on Licensee's behalf. Disconnections shall not affect Licensee's obligation to make payments as agreed in each Order Form.

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

**LICENSEE:**

**CROWN CASTLE FIBER LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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



## ETHERNET SUPPLEMENT TO THE MASTER TELECOMMUNICATIONS LICENSE AGREEMENT LICENSEE: \_\_\_\_\_

This Ethernet 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** or Master Service 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 Ethernet licensed to Licensee under an Order Form that specifies Ethernet. This Supplement shall not apply to other products, including dark fiber, wavelength, Internet, or colocation.

1.1 “Ethernet” or “Product” means a method of switched communication between or among two or more Locations using the Ethernet protocol defined by IEEE 802.3. Ethernet may be ordered and provisioned either as On-Net Products or Off-Net Products. Ethernet includes, without limitation, the following types of Products:

- (a) **E-Line**: a port-based Product providing dedicated UNIs for point to point connections. E-Line supports a single EVC between two (2) UNIs.
- (b) **Ethernet Virtual Private Line (EVPL)**: a VLAN based Product providing multiplexed UNIs allowing multiple EVCs per UNI.
- (c) **Ethernet LAN (E-LAN)**: a VLAN based meshed Product providing many-to-many communication with dedicated or service-multiplexed UNIs. E-LAN supports transparent LAN and multipoint Layer 2 VPNs.
- (d) **Metro-E Advanced Private Line**: dedicated point-to-point switched Ethernet provided within a metro area over dedicated fiber transport.
- (e) **ENNI (External Network to Network Interface)**: an interconnection point between the Crown Castle and Licensee Ethernet networks as defined in MEF Specification 26.

1.2 “Class of Service” or “CoS”: Crown Castle offers CoS with Ethernet. CoS enables Licensee to differentiate traffic by assigning Bandwidth with various classes of network priority designated by Licensee. If Licensee elects CoS, (i) Licensee’s traffic must be marked by Licensee in accordance with Crown Castle’s available classes of network priority, and (ii) Licensee traffic will be prioritized in accordance with the assigned network priority. If Licensee does not elect CoS, Licensee’s traffic will be treated with the default network priority level. Crown Castle offers the following classes of CoS ranging from highest to lowest in terms of network priority:

- Mission Critical
- Business Critical
- Business Priority
- Standard (Default class for all Ethernet)

1.3 **Protection Options**. Ethernet comes with various Protection Options, as described below.

Protection Option		Description	Minimum Location Requirements			
			Space	Power	Environmental Control	Back Up Power
Unprotected (Level A Access)						
1	Level A Access means the access portion of the Ethernet (i.e. the segments from the last Crown Castle Network switching hub (or for Metro-E Advanced Private Line the lateral segments from the Crown Castle Network backbone) to the point		(1)	(2)	(4)	Not applicable

	of entry of the Location) is provided over a single fiber path without protection. Level A Access consists of the following minimum requirements at each Location: (i) a single point of entry into the Location; (ii) one (1) Crown Castle Equipment chassis; (iii) one (1) port; and (iv) a 2-fiber handoff to the Licensee from the Crown Castle Equipment.				
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Optical Protection (Level AA Access)					
2	Level AA Access means the access portion of the Ethernet (i.e. the segments from the last Crown Castle Network switching hub to the point of entry of the Location) is provided over two (2) separate fiber paths, one of which is the working (primary) path and the other the protect (secondary) path. Crown Castle is responsible for managing the Failover Switching at each Location. Level AA Protection consists of the following minimum requirements at each Location: (i) a single point of entry into the Location; (ii) one (1) Crown Castle Equipment chassis; (iii) one (1) port; and (iv) a 2-fiber handoff to the Licensee from the Crown Castle Equipment.	(1)	(2)	(4)	(6)
Dual Path Protection (Level AAA)					
3	Level AAA Access means the access portion of the Ethernet (i.e. the segments from the last Crown Castle Network switching hub to the point of entry of the Location) is provided over two (2) separate fiber paths, one of which is the working (primary) path and the other the protect (secondary) path. Failover Switching at each Location will be provided by Licensee or by Crown Castle as specified in the Order Form. Level AAA Protection consist of the following minimum requirements at each Location: (i) two (2) separate points of entry into the Location; (ii) two (2) Crown Castle Equipment chassis; (iii) one (1) line card per chassis; (iv) 4-fiber handoff to the Licensee from the Crown Castle Equipment, with two fibers handed off from one of the Crown Castle Equipment chassis and two fibers handed off from the other Crown Castle Equipment chassis; and (v) Licensee Equipment must have dual-card redundancy (i.e., separate cards, one for one of the 2-fiber handoffs and the other for the second 2-fiber handoff).	(1)	(3)	(5)	(7)

(1) Secure space for Crown Castle Equipment at each Location with 24x7x365 access.

(2) Dedicated electrical circuit for Crown Castle Equipment (i.e. the circuit has no other load from the Crown Castle Equipment to a circuit breaker) at each Location from the public utility.

(3) Redundant, dedicated electrical circuit at each Location from the public utility (i.e. each power circuit is fed from a different circuit breaker panel and has its own circuit breaker).

(4) Substantially dust free with temperature control that maintains temperature between 50 and 80-deg F and humidity control that maintains relative humidity below 80%.

(5) Substantially dust free with temperature control that maintains temperature between 60 and 80-deg F and humidity control that maintains relative humidity between 40% and 60%

(6) Crown Castle(or Licensee if the Parties agree) to install and maintain a minimum of four (4) hours of standby power

(7) Crown Castle(or Licensee if the Parties agree) to install and maintain a minimum of eight (8) hours of standby power and Licensee shall provide emergency power generation

## 2. ADDITIONAL DEFINITIONS

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

“**Ethernet Virtual Connection**” or “**EVC**” is a logical connection between two or more UNIs.

“**Failover Switching**” means the automatic restore and reroute of a Product to an alternate transmission path.

“**Location**” is an address wherein Crown Castle will hand off Ethernet 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 is eligible to receive if Crown Castle fails to meet the parameters set forth in Section 5.2 below,

“Product Outage” means a complete interruption of communications between any two (2) or more Locations.

“Product Performance Failure” means a failure of the Product to meet any performance parameters set forth in Section 5.2(B) through 5.2(D) below. Product Performance Failure is not a Product Outage.

“User Network Interface” or “UNI” means the interface used to interconnect Licensee to the Crown Castle Network which provides a reference point for demarcation between the Licensee’s network and the Crown Castle Network.

“Virtual Local Area Network” or “VLAN” means a data communication network, configured using the IEEE 802.1q standard that logically interconnects computers and network devices, allowing a group of hosts to communicate, regardless of Location, as if they were attached to the same physical media.

“VPN” means a virtual private network.

### 3. SPECIFICATIONS

3.1 The Specifications applicable to Ethernet are as follows:

Technical Specifications:

- IEEE 802.3

### 4. USE BY LICENSEE

**4.1 Interstate Traffic.** Licensee acknowledges that Crown Castle has no ability to determine whether the communications traffic carried via the licensed Ethernet is jurisdictionally interstate or intrastate. Unless otherwise stated in the applicable Order Form, Licensee acknowledges and agrees that the communications traffic to be carried via the Crown Castle Network shall be treated as jurisdictionally interstate, pursuant to the Federal Communications Commission’s mixed-use “10% Rule” (47 CFR 36.154, 4 FCC Rcd. 1352).

**4.2 Permitted Use.** Licensee may use the Ethernet for its own use. Licensee acknowledges that Crown Castle does not monitor the content of the Ethernet traffic unless required by law and Licensee shall be solely liable and responsible for the content of any communications transmitted via the Ethernet.

### 5. SERVICE LEVEL AGREEMENT

**5.1 Product Service Level.** Subject to this Section 5, in the event of a Product Outage to any licensed Ethernet 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 5.2 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 be deemed to be or constitute a breach by Crown Castle of this Supplement, the Agreement or any Order Form.

#### 5.2 Service Level Objectives.

##### A. Product Availability

If the total minutes of Product Outage in any month exceeds the number of minutes or hours 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
On-Net - Level A Access					
1	Product Availability	99.9%	One Month	0 to 43.2 mins.	0%
				>43.2 mins. to 10 hrs.	5%
				>10 hrs. to 16 hrs.	10%
				>16 hrs. to 24 hrs.	20%
				>24 hrs. to 36hrs.	40%
				> 36 hrs.	50%
On-Net - Level AA Access					
2	Product Availability	99.99%	One Month	0 to 4.32 mins.	0%
				>4.32 mins. to 30 mins.	5%
				>30 mins to 1 hr.	10%
				>1hrs. to 8 hrs.	20%
				>8 hrs. to 16 hrs.	30%
				>16 hrs. to 24 hrs.	40%
				>24 hrs.	50%
On-Net - Level AAA Access					
3	Product Availability	99.999%	One Month	0 to 43 secs.	0%
				> 43secs. to 4 mins.	5%
				>4 mins. to 10 mins.	10%
				>10 mins. to 2 hrs.	20%
				>2 hrs to 8 hrs.	40%
				>8 hrs	50%

#### B. Network Latency

“Network Latency” is the average round-trip transmission time (in milliseconds) for packets to travel on the Crown Castle Network (including, but not limited to, link insertion delays, propagation delays and queuing delays in the Crown Castle Network). Network Latency is determined by Crown Castle by averaging sample measurements taken each calendar month between Crown Castle’s designated points of presence.

If Network Latency in any month 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:

NETWORK LATENCY				
	CoS Designation -	% of MRC		
Domestic US	Standard	Business Priority	Business Critical	Mission Critical
>120ms	10%	20%	30%	50%

#### C. Frame Delivery Rate (Packet Delivery)

“Frame Delivery Rate” is the ratio of performance test frames successfully received from the Crown Castle Network relative to the number of performance test frames offered to the Crown Castle Network. Frame Delivery Rate is determined by Crown Castle by averaging sample measurements taken each calendar month between Crown Castle’s designated points of presence.

If Frame Delivery Rate in any month 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
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	CoS Designation - % of MRC			
Domestic US	Standard	Business Priority	Business Critical	Mission Critical
99.999% or greater	No Credit	No Credit	No Credit	No Credit
99.99% to 99.998%	No Credit	No Credit	No Credit	10%
99.9% to 99.98%	No Credit	No Credit	10%	20%
99% to 99.8%	No Credit	10%	20%	30%
Less than 99%	10%	20%	30%	50%

#### D. Frame Delay Variation (Jitter)

“Frame Delay Variation”, also known as packet jitter, is a measurement of the average variation (measured in milliseconds) in the time delay for packet transfers between two performance test frames. Frame Delay Variation is determined by Crown Castle by averaging sample measurements taken each calendar month between designated points of presence.

If Frame Delay Variation in any month 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:

FRAME DELAY VARIATION				
	CoS Designation - % of MRC			
Domestic US	Standard	Business Priority	Business Critical	Mission Critical
2ms or less	No Credit	No Credit	No Credit	No Credit
>2ms to 3ms	No Credit	No Credit	No Credit	10%
>3ms to 4ms	No Credit	10%	15%	30%
>4ms	10%	20%	30%	50%

**5.3 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. 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 Ethernet 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; in the event of a Product Outage or Product Performance Failure Crown Castle, Crown Castle agrees to pass through a credit equal to the credit received by Crown Castle from its underlying Crown Castle(s) for such Product Outage or Product Performance Failure, in lieu of the above-stated Product Credits. In no event shall Product Credits in any month 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 for that month.

**5.4 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 the Product Credit. Failure to request a Product Credit within such period shall constitute a waiver of any claim for a Product Credit.

**5.5 Events Excepted From Product Credit.** Notwithstanding the foregoing, Licensee shall not receive any Product Credit for any Product Outage, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Licensee’s (including its agents, contractors and vendors) acts or omissions;
- b. Failure on the part of Licensee Equipment, 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;
- f. Scheduled 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; and/or
- j. Crown Castle’s inability to repair due to utility safety restrictions.

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

**LICENSEE:**

**CROWN CASTLE FIBER LLC:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## 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; or
- (b) **Dedicated Internet Access (“DIA”)**: Internet connectivity and Bandwidth provided via a local access from a Location to a Crown Castle POP.

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

“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 Acceptable Use Policy, which is posted on Crown Castle’s website at [fiber.crowncastle.com](http://fiber.crowncastle.com) and incorporated herein by reference.

4.4 To the extent applicable, Licensee acknowledges that Crown Castle has no ability to determine whether the communications traffic carried via the Product is jurisdictionally interstate or intrastate. Unless otherwise stated in the applicable Order Form, Licensee acknowledges and agrees that the communications traffic to be carried via the Crown Castle Network shall be jurisdictionally interstate, pursuant to the Federal Communications Commission’s mixed-use “10% Rule” (47 CFR 36.154, 4 FCC Rcd. 1352).

4.5 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 the Crown Castle in its reasonable judgement determines that a DDoS attack is impacting, or may impact, 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 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)	
Time to Initiate Mitigation	15 minutes from initial DDoS alarm	16-30 minutes = 50%	More than 30 minutes = 100%

**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. 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 Ethernet 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 Crown Castle(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.

**6.56 Events Excluded 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, 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 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. Dropping of Internet traffic pursuant to Section 5.2; and/or
- o. 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: \_\_\_\_\_



## DARK FIBER SUPPLEMENT TO THE MASTER TELECOMMUNICATIONS LICENSE AGREEMENT LICENSEE: \_\_\_\_\_

This Dark Fiber Supplement (“Supplement”) is effective as of the last date of execution below (“Supplement Effective Date”) by and between **CROWN CASTLE FIBER LLC** (“Company”) and Licensee, and is hereby incorporated into and made a part of the **Master Telecommunications License Agreement** or Master Service Agreement between the Parties (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 dark fiber licensed to Licensee under an Order Form that specifies dark fiber. This Supplement shall not apply to other products, including Ethernet, wavelength, Internet, or colocation.

### 2. ADDITIONAL TERMS

The following additional terms and conditions shall apply to the provision of licensed dark fiber.

“Cable” means fiber optic cable with fiber optic filaments contained in any suitable jacketing or sheath that is already in place, or is yet to be installed, and to which Company has or will have access by ownership, lease, right to use, or otherwise.

“Dark Fiber” or “Fibers” means one or more specified strands of dedicated optical fiber within a Cable without optronics or electricity, subject to the terms of the Agreement.

“Licensee Fibers” or “Product” means the Fibers that are licensed to Licensee under an Order Form.

“Location” is an address wherein Company will hand off Licensee Fibers to Licensee.

“Product Credit” means a credit that Licensee may be eligible to receive pursuant to Section 7 below.

“Product Outage” means a loss of continuity or other material degradation of the Licensee Fibers such that Licensee is unable to utilize the Licensee Fibers for transmission of optical signals.

“Route” means the geographic path along which the Cable and Licensee Fibers are located.

“Route Segment” means a portion of the Route between any two Locations.

### 3. SPECIFICATIONS

**3.1 Specifications.** The Specifications applicable to the Licensee Fibers are set forth in the attached **Exhibit A**, incorporated herein by reference.

### 4. USE OF AND ACCESS TO LICENSEE FIBERS; RELOCATION

**4.1 License.** Subject to the terms and conditions set forth in the Agreement and this Supplement, Company and Licensee may from time to time execute one or more Order Forms pursuant to which Company grants to Licensee a license to use Licensee Fibers designated on the Order Form. Each Order Form will specify the number, identity, type, and route of the Licensee Fibers, and the permitted Locations where Licensee may access the Licensee Fibers. Company may not be the owner of the Licensee Fibers but may instead lease, license, or acquire a right to use such Licensee Fibers from a third party together with the right to sub-lease Licensee Fibers to Company’s Licensees.

**4.2 Limitations on Rights and Obligations.** In addition to, and not in limitation of, any limitations set forth in the Agreement, the Parties agree that:

**4.2.1 Use by Licensee.** Licensee shall have no right or interest in the Licensee Fibers other than a license to use the Licensee Fibers. A license of Licensee Fibers does not convey any ownership interest in the Licensee Fibers or the



Cable. Licensee is solely responsible for all optical and other equipment required to enable Licensee to utilize the Licensee Fibers for optical communications.

**4.2.2 Use by Company.** Nothing herein shall be construed as limiting or restricting Company or its Affiliates in any manner from using its or their own Cables, fibers, or any other facilities, easements and/or rights of way for the installation of additional fiber optic cables, for use as telecommunications facilities, or for any other purpose.

**4.2.3 Subordination.** Licensee understands and agrees that Company's ability to grant Licensee the license to use the Licensee Fibers pursuant to this Agreement, and to attach, install, construct, operate, and maintain the Company Network and the Licensee Fibers, is at all times subject and subordinate to, and limited by, the Underlying Rights, applicable laws, rules, ordinances, codes, and regulations. By virtue of the Agreement, Licensee shall only have a license to use the Licensee Fibers or related facilities, expressly granted herein, and in no event shall such license be construed to be greater than the Underlying Rights to use such Licensee Fibers. Company shall not be liable for any acts or omissions by Company, its employees or affiliates that interfere with or otherwise affect Licensee's use of the Licensee Fibers to the extent such acts or omissions are required by the Underlying Rights, including, without limitation acts or omissions that deny the use of, alter or remove the Cable.

**4.2.4 Sublicensing.** Licensee shall not assign, sell, transfer, lease, sublease, license, sub-license, or otherwise grant a right to use the Licensee Fibers to any third party without the prior written consent of Company.

**4.2.5 Access to Licensee Fibers.** Licensee may access the Licensee fibers only at the Demarcation Points specified in the applicable Order Form. Licensee may not access or take any action that impacts the Licensee Fibers or the Cable at any other locations.

### **4.3 Relocation.**

**4.3.1 Relocation Required By Company.** In the event that Company is required by any underlying service provider, public authorities, or lawful order or decree of a regulatory agency or court or any other reason beyond Company's reasonable control, to relocate or modify any or all Cable on the Route upon which the Licensee Fibers are located, Company's costs for any such work shall be shared on a pro rata basis with Licensee. Company shall not be responsible for the costs of, nor shall it be liable for, the removal, relocation or replacement of any Licensee Equipment or other Licensee property on the Licensee's side of the Demarcation Point. If the relocation or replacement of the Cable is requested or caused by a third party, Company shall attempt to obtain reimbursement of Company's costs from said third party. Notice to Licensee will be provided as soon as reasonably practicable. Neither Company nor any of its affiliates or agents shall incur liability for any Product Outage, disruption, degradation, interference, or interruption of any Product in connection with any such removal or relocation. Company and Licensee shall cooperate in performing such relocation or modifications so as to minimize any interference with the use of the Licensee Fibers and the Cable and to avoid conflicting physically or otherwise interfering with joint users of the Cable or any other property impacted by the installation, construction, maintenance or use of the Cable, to the extent reasonably possible. Any such relocation shall be accomplished consistently with the Specifications.

**4.3.2 Relocation Requested By Licensee.** Licensee may request relocation of the Licensee Fibers. Any such relocation shall be subject to Company's approval (which shall be in Company's sole discretion), the execution of an Order Form, and Licensee's payment to Company of such additional charges as Company may require. No relocation or replacement of the Cable or related facilities shall be performed without the prior written agreement of Company, which shall be in Company's sole discretion.

## **5. TERMINATION AND CONDEMNATION**

**5.1 Termination of Route Segment.** In addition to, and not in limitation of, any rights set forth in the Agreement, any Route Segment may be terminated by Company without liability (unless due to a default by Company under any applicable Underlying Rights agreement), upon reasonable notice to Licensee, to the extent Company is no longer authorized under the Underlying Rights to install, construct, maintain, operate, or convey the license to use the Cable or other property as contemplated by the Agreement. If a Route Segment is terminated pursuant to this Section, Company shall make reasonable efforts to find alternate capacity or facilities owned or controlled by Company to meet Licensee's needs, but under no circumstances shall Company be obligated to contract for or to construct new facilities, or otherwise incur any additional cost or expenses, to replace the Cable or Licensee Fibers on the Route Segments terminated under this Section 5.1.

**5.2 Condemnation Proceedings/Termination Rights.** If at any time during the Product Term, all or any significant portion of the Cable is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain and, after exercise of the Parties' commercially prudent efforts, the Cable cannot be relocated pursuant to Section 4.3 herein, either Party may elect to terminate the impacted Licensee Fibers upon giving the other thirty (30) days prior written notice. If Licensee Fibers are terminated in accordance with this Section, the applicable license

shall be deemed canceled and neither Party shall have any further obligations to the other, except that both Parties shall be entitled to participate in any condemnation proceedings to seek to obtain compensation via separate awards for the economic value of their respective interest in the Cable.

## 6. FEES

Licensee shall pay the fees set forth in Order Forms executed hereunder. On January 1 of each year, the MRCs shall be escalated by the greater of (i) increase in the Consumer Price Index – All Urban Consumers (CPI-U) issued in December of the previous year (any such adjustment will reflect any increase, but not any decrease, in the Consumer Price Index for the previous twelve (12) months) or (ii) three percent (3%). In addition, in the event that amounts charged to Company under any Underlying Rights are increased or Company's costs or expenses are increased due to any Underlying Rights, Company shall have the right to charge Licensee for its pro rata share of such increases, which shall be added to the MRCs to be paid by Licensee for the applicable Product Term.

## 7. SERVICE LEVEL AGREEMENT

### 7.1 MTTR Objectives.

**7.1.1 Mean Time to Respond.** "Mean Time to Respond" is the average time required for Company to begin troubleshooting a reported failure. The Mean Time to Respond objective is two (2) hours from Company's receipt of notice of such failure.

**7.1.2 Mean Time to Repair.** "Mean Time to Repair" is the average time required to restore the Licensee Fibers to an operational condition as defined herein. The Mean Time to Repair objective is eight (8) hours from Company's receipt of notice of such failure.

**7.2 Product Outage.** Subject to this Section 7, in the event of a Product Outage, Licensee may be entitled to a Product Credit as provided in Section 7.3 below. A Product Outage shall be deemed to begin upon the earlier of Company's actual knowledge of the Product Outage or Company's receipt of notice from Licensee of the Product Outage, and end when the Licensee Fibers are operational and in material conformance with the applicable Specifications. Notwithstanding anything to the contrary in this Supplement, in the Agreement or in any Order Form, in no event shall a Product Outage or failure to meet any objectives or parameters under this Supplement be deemed to be or constitute a breach by Company of this Supplement, the Agreement or any Order Form.

**7.3 Service Level Objective.** If Company fails to repair a Product Outage within eight (8) hours of notice from Licensee of such Product Outage ("Repair Window"), Licensee may be entitled to a Product Credit as follows:

Measurement Timeframe	Product Credit for Affected Product
Per Incident	1/30 <sup>th</sup> of the MRC of the affected Product for each consecutive twelve (12) hour period (or fraction thereof) after the Repair Window up to a maximum of 50% of the MRC

**7.4 Product Credits.** The number of minutes of separate and discrete Product Outages will not be cumulated to determine the applicable Product Credit. Product Credits hereunder may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Licensee by Company. 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. Product Credits will not be issued to Licensee if Licensee's account with Company is in arrears. Notwithstanding anything to the contrary herein, the above- stated Product Credits shall not apply to Off-Net Products, and in the event of a Product Outage or other failure of any Off-Net Product provided by Company to Licensee, Company agrees to pass through a credit equal to the credit received by Company from its underlying Company(s) for such Product Outage, in lieu of the above-stated Product Credits. In no event shall Company's total liability for all Product Outages and/or failure to meet any objectives or parameters set forth in this Supplement in any month exceed a credit equal to fifty percent (50%) of the MRC for the affected Product for such month.

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

**7.6 Events Excepted From Product Credit.** Notwithstanding the foregoing, Licensee shall not receive any Product Credit for any Product Outage, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following 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, end user equipment or Licensee's vendor's equipment;
- c. Failure of electrical power not provided by Company;
- d. Election by Licensee, after requested by Company, not to release the Licensee Fibers for testing and repair;
- e. Company's inability to obtain access required to remedy a defect in a Product, including lack of access due to utility safety restrictions;
- f. Scheduled maintenance periods;
- g. Scheduled upgrade of Product at the request of Licensee;
- h. Force Majeure Event; or
- i. Disconnection or suspension of the Product by Company pursuant to a right provided under this Agreement.

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: \_\_\_\_\_



## **Exhibit A** **Fiber Specifications**

- 1. Type and Constitution.** Single-mode Fibers are made of high grade doped silica core surrounded by a silica cladding; and coated with a dual layer, UV-cured acrylic-based coating.

Properties	Units	Single Mode	Single Mode Enhanced	MetroCor	NZDSF
<u>Glass Geometry</u>					
Mode Field Diameter at 1310 nm	(μm)	9.2 ± 0.4	9.2 ± 0.4	N/A	N/A
Mode Field Diameter at 1550 nm	(μm)	10.4 ± 0.8	10.4 ± 0.8	8.1 ± 0.5	9.2 ± 0.8
<u>Fiber Attenuation</u>					
Maximum value at 1310 nm	(dB/km)	0.4	0.4	0.5	N/A
Maximum value at 1550 nm	(dB/km)	0.3	0.3	0.3	0.3

### **2. Fiber Optic Specification**

- (a) Bi-directional splice value (“Splice Value”) ≤ 0.20 dB at 1550 nm. In exceptional cases, a Splice Value may be accepted if its value is higher than 0.20 dB at 1550 nm. An exception case is, for instance, when three (3) re-trials of a splice cannot improve the Splice Value. The Splice Value will be given by the equation:

$$\frac{(\text{Splice attenuation from A to B}) + (\text{Splice attenuation from B to A})}{2}$$

- (b) Splice attenuation average (“Splice Attenuation Average”) ≤ 0.15 dB at 1550 nm. The Splice Attenuation Average is given by:

$$\frac{\sum \text{Splice Values}}{\text{Number of splices in the Route Segment}}$$

- (c) It is recognized by the Parties that due to the use of ribbon fiber optic cable on some of the segments, the Splice Value of individual splices may exceed 0.20 dB. However, the Splice Attenuation Average for any Route Segment as designated in (b) above shall supersede all other splicing requirements.

### **3. Connectors**

- (a) Maximum Unitary ODF/S Connector (1 connector + 1 adapter + 1 connector)  
 (b) Maximum Connector/pigtail loss. The attenuation contribution of each pigtail with associated connector is considered to be 1.0 dB, comprised of 0.8 dB connector loss and 0.20 dB splice loss (pigtail to cable splice).

### **4. Fiber Optic Test Parameters**

#### **I. Standard Fiber Optic Testing:**

- (a) **Bi-directional OTDR**  
 (i) Span traces will be captured at 1310nm and 1550nm. Traces will be provided in native format and / or PDF.  
 (b) **Bi-Directional Power Meter.**  
 (i) Bi-Directional power meter results will be furnished with light source data at 1550nm. Data will be supplied in a excel format with all locations clearly identified including demarcation details.

#### **II. Additional Fiber Optic Testing (for an additional charge):**

- (a) **Optical Return Loss/Reflectance**

- (i) The ORL value measures the total light reflected back to the transmitter caused by the system components of the fiber under test and can degrade the performance by affecting the stability of the laser; this in turn can create bit errors.
- (ii) Specifications – ORL

**Vendor and Telcordia specifications regarding Optical Return Loss are as follows:**

Parameter	Required Threshold
Optical Return Loss	>30 dB

**(b) Polarization Mode Dispersion.**

- (i) PMD is caused by different polarizations of the light pulse traveling along the fiber at slightly different speeds due to imperfections of size and material properties along the length of the fiber. This causes the light pulses or waveforms to spread out or broaden causing possible bit error rate of the transmission signal. The higher the bandwidth, the shorter the pulse and the increase of importance of testing prior network turn up.
- (ii) Polarization-Mode Dispersion Measurement for Single-Mode Optical Fibers by Interferometry Method.
- (iii) PMD coefficient of the tested fiber should not exceed  $<0.2 \text{ ps/km}_{1/2}$ .

**(c) Chromatic Dispersion**

- (i) Chromatic Dispersion is the broadening or spreading of a pulse of light due to the nonzero spectral width of a transmission signal. The effects of chromatic dispersion can limit the network transmission rate or the length of fiber a signal can be transmitted before requiring re-generation.
- (ii) Specifications – Chromatic Dispersion
- (iii) Record the total Chromatic dispersion for the tested span, the value per kilometer should be within the range specified below.

Type	Dispersion @ 1550nm
SMF (ITU-T 6.652.D)	$\leq 18 \text{ ps/(nm*km)}$
ELEAF (ITU-T G.655)	$4 \text{ ps/(nm*km)}$
TrueWave RS (ITU-T G.655)	$4.5 \text{ ps/(nm*km)}$
TrueWave Classic (early G.655)	$2 \text{ ps/(nm*km)}$
DSF (ITU-T G.653)	$0 \text{ ps/(nm*km)}$
SMF-LS	$-1 \text{ ps/(nm*km)}$

**Note 1:** DSF not recommended for DWDM



## WAVELENGTH SUPPLEMENT TO THE MASTER TELECOMMUNICATIONS LICENSE AGREEMENT LICENSEE: \_\_\_\_\_

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

1.1 “Wavelength” or “Product” means a telecommunications circuit enabled by wavelength division multiplexing (WDM) equipment. Wavelength may be ordered and provisioned either as an On-Net Product or an Off-Net Product. Wavelength includes, without limitation, the following types of Products:

- (a) ***Point to Point; DC to DC Connectivity-Inter Market; and DC to DC Connectivity-Intra Market:*** Dedicated circuit between two (2) Locations over a shared optical fiber infrastructure; or
- (b) ***Managed Private Optical Network (“MPON”):*** Dedicated circuit(s) between two (2) or more Locations over dedicated optical fiber infrastructure and dedicated Crown Castle Equipment at each Location.

### 1.2 Protection Options.

Protection Option	Description	Minimum Location Requirements			
		Space	Power	Environmental Control	Back Up Power
Unprotected (Level A)					
1	Level A Protection means the Product is provided over a single fiber path without protection. Level A Protection consists of the following minimum requirements at each Location: (i) a single point of entry into the Location; (ii) one (1) Crown Castle Equipment chassis; (iii) one (1) port; and (iv) a 2-fiber handoff to the Licensee from the Crown Castle Equipment.	(1)	(2)	(4)	Not applicable
Protection (Level AA)					
2	Level AA Protection means the Product is provided over two (2) separate fiber paths, one of which is the working (primary) path and the other the protect (secondary) path. Crown Castle is responsible for managing the Failover Switching between the working and protect paths. Level AA Protection consists of the following minimum requirements at each Location: (i) a single point of entry into the Location; (ii) one (1) Crown Castle Equipment chassis; (iii) one (1) port; and (iv) a 2-fiber handoff to Licensee from the Crown Castle Equipment.	(1)	(2)	(4)	(6)
Protection (Level AAA)					
3	Level AAA Protection means the Product is provided over two (2) wavelengths utilizing separate fiber paths, one of which is the working (primary) path and the other the protect (secondary) path. Failover Switching at each Location will be provided by Licensee or by Crown Castle as specified in the Order Form. Level AAA Protection consist of the following minimum requirements at each Location: (i) two (2)	(1)	(3)	(5)	(7)

	separate points of entry into the Location; (ii) two (2) Crown Castle Equipment chassis; (iii) one (1) line card per chassis; (iv) a 4-fiber handoff to the Licensee from the Crown Castle Equipment, with two fibers handed off from one of the Crown Castle Equipment chassis and two fibers handed off from the other Crown Castle Equipment chassis.				
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(1) Secure space for Crown Castle Equipment at each Location with 24x7x365 access.

(2) Dedicated electrical circuit for Crown Castle Equipment from the public utility. (i.e., the circuit has no other load from the Crown Castle Equipment to a circuit breaker) at each Location.

(3) Redundant, dedicated electrical circuit at each Location from the public utility (i.e. each power circuit is fed from a different circuit breaker panel and has its own circuit breaker)

(4) Substantially dust free with temperature control that maintains temperature between 50 and 80-deg F and humidity control that maintains relative humidity below 80%.

(5) Substantially dust free with temperature control that maintains temperature between 60 and 80-deg F and humidity control that maintains relative humidity between 40% and 60%

(6) Crown Castle (or Licensee if the Parties agree) to install and maintain a minimum of four (4) hours of standby power

(7) Crown Castle (or Licensee if the Parties agree) to install and maintain a minimum of eight (8) hours of standby power and Licensee shall provide emergency power generation

1.3 **Encryption Option.** If a Wavelength Product is ordered with Layer 1 encryption, the following additional terms shall apply:

- Crown Castle is not responsible for encryption beyond the port on the Crown Castle Equipment (in which the encryption card resides), at the Location(s);
- Product Outages resulting from Licensee's administration of encryption including, but not limited to, encryption keys and certifications, shall not be eligible for Product Credits;
- Licensee assumes all responsibility for administration of encryption, including, but not limited to, encryption policies.
- Subject to the foregoing, a failure of the encryption function on a Wavelength Product ordered with encryption will be deemed a Product Outage and eligible for Product Credits to the extent and subject to the limitations provided in Section 5 below.
- Crown Castle will procure in its name any cross connections between Crown Castle's optical fiber distribution point at each Location and the Licensee hand-off site at the Location (at which Crown Castle Equipment with encryption capability will reside ("**Encryption Cross-Connections**") and Licensee will pay the cost of such Cross-Connections on a pass-through basis; provided that in the event Crown Castle is unable to procure the Encryption Cross Connection due to restrictions at the applicable facility, then Licensee will procure such Encryption Cross-Connection in Licensee's name and at Licensee's expense. Product Outages resulting from failure of or defect in the Encryption Cross Connections shall not be eligible for Product Credits.

## 2. ADDITIONAL DEFINITIONS

"**Failover Switching**" means the automatic restore and reroute of the Product to an alternate transmission path;

"**Location**" is an address where Crown Castle will hand off the 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 is eligible to receive if Crown Castle fails to meet the Product Availability levels set forth in Section 5.2 below;

"**Product Outage**" means a complete interruption of communications between any two (2) or more Locations;

## 3. SPECIFICATIONS

3.1 The Specifications applicable to Wavelength are as follows:

- ITU-T G.709, Interfaces for the Optical Transport Network ( OTN )
- ITU-T G.693, Optical interfaces for intra-office systems
- ITU-T G.959.1, Optical transport network physical layer interfaces
- IEEE 802.3

#### 4. USE BY LICENSEE; INCREMENTALLY DELIVERED CIRCUIT

**4.1 Interstate Traffic.** Licensee acknowledges that Crown Castle has no ability to determine whether the communications traffic carried via the Product is jurisdictionally interstate or intrastate. Unless otherwise stated in the applicable Order Form, Licensee acknowledges and agrees that the communications traffic to be carried via the Crown Castle Network shall be treated as jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed-use "10% Rule" (47 CFR 36.154, 4 FCC Rcd. 1352).

**4.2 Incrementally Delivered Circuits.** Unless otherwise specified in an Order Form, if a Product consists of more than one circuit, Crown Castle may incrementally deliver individual circuit, and billing for each circuit shall commence upon delivery and acceptance of that circuit. The Product Term for a multi-circuit Product shall begin upon delivery of the first circuit and end after the number of months specified in the Order Form have elapsed from delivery and acceptance of the final circuit.

**4.3 Permitted Use.** Licensee may use the Product(s) for its own use. Licensee acknowledges that Crown Castle does not monitor the content of Licensee's traffic unless required by law and Licensee shall be solely liable and responsible for the content of any communications transmitted via the Product(s).

#### 5. SERVICE LEVEL AGREEMENT

**5.1 Product Outage.** Subject to this Section 5, in the event of a Product Outage to any Product, Licensee may be entitled to a Product Credit in accordance with the applicable Product Availability Level Objective set forth in Section 5.2 below. A Product Outage shall be deemed to begin upon the earlier of Crown Castle's actual knowledge of the Product Outage or Crown Castle's receipt of notice from Licensee of the Product Outage, 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, defect or failure to meet any objectives or parameters under this Supplement be deemed to be or constitute a breach by Crown Castle of this Supplement, the Agreement or any Order Form.

##### 5.2 Service Level Objectives.

If the total minutes or hours of Product Outages in any month exceed the number of minutes or hours set forth in the table below, Licensee shall be entitled to a Product Credit equal to the percentage of the Product MRC set forth in the following table:

Product Availability Objective		Measurement Timeframe	Product Credit	
			Cumulative Duration of Product Outage(s)	% of MRC
Level A				
1	99.9%	One Month	0 to 43.2 min.	0%
			>43.2 min. to 10 hrs.	5%
			>10 hrs. to 16 hrs.	10%
			>16 hrs. to 24 hrs.	20%
			>24 hrs. to 36hrs.	40%
			> 36 hrs.	50%
Level AA				
2	99.99%	One Month	0 to 4.32 mins.	0%
			>4.32 min. to 30 min.	5%
			>30 min. to 1 hr.	10%
			>1hrs. to 8 hrs.	20%
			>8 hrs. to 16 hrs.	30%
			>16 hrs. to 24 hrs.	40%
>24 hrs.	50%			
Level AAA				
3	99.999%	One Month	0 to 43 secs.	0%
			> 43secs. to 4 min.	5%
			>4 min. to 10 min.	10%
			>10 min. to 2 hrs.	20%
			>2 hrs to 8 hrs.	40%
			>8 hrs	50%



**5.3 Product Credits.** Product Credits hereunder are calculated as a percentage of the MRC set forth in the Order Form. If a Product consists of more than two (2) Locations, and hence more than one circuit, and the circuits experience different levels of Product Availability, then Product Credits shall be calculated separately with respect to each circuit and shall be based on the MRC applicable to the particular circuit. Product Credits shall be Licensee's sole and exclusive remedy at law or in equity on account of any Product Outage and/or any other defect in the Product. 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. Product Credits will not be issued to Licensee if Licensee's account with Crown Castle is in arrears. Notwithstanding anything to the contrary herein, the above-stated Product Credits shall not apply to Off-Net Products, and in the event of a Product Outage or other 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 Crown Castle(s) for such Product Outage, in lieu of the above-stated Product Credits. In no event shall Product Credits in any month for any and all interruptions, disruptions, failures, and/or degradations in quality (including, without limitation, any Product Outage or failure to meet any objectives or parameters set forth in this Supplement) exceed fifty percent (50%) of the MRC for the affected Product for that month.

**5.4 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 the Product Credit. Failure to request a Product Credit within such period shall constitute a waiver of any claim for a Product Credit.

**5.5 Events Excepted From Product Credit.** Notwithstanding the foregoing, Licensee shall not receive any Product Credit for any Product Outage, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following 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, 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;
- f. Scheduled maintenance periods;
- g. Scheduled upgrade of the 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; and/or
- j. Crown Castle's inability to repair due to utility safety restrictions.

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: \_\_\_\_\_



## SD-WAN SUPPLEMENT TO THE MASTER TELECOMMUNICATIONS LICENSE AGREEMENT LICENSEE: \_\_\_\_\_

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

1.1 “Managed SD-WAN”, or “Product” is an application aware, policy driven overlay network running over an Underlay Product (as defined below) which includes the deployment of an Edge Device (as defined below) or virtual instance of such device at the Location (as defined below).

#### 7.2.1 Add-On Options.

- (a) **High Availability:** Dual Edge Devices deployed at the Location setup in a configuration to provide redundancy. The Edge Devices, deployed in a high availability configuration, are connected to each other with a fallback mechanism based on pre-determined policies.
- (b) **Next-Gen Firewall:** Additional security features that may be enabled by Licensee, if desired and are set forth on the applicable Order Form.

### 2. ADDITIONAL DEFINITIONS

“Edge Device” means Crown Castle Equipment which can be physical or virtual and is part of the Product solution.

“Location” is an address where Crown Castle will hand off the Product to Licensee;

“Logical Changes” includes Licensee requested basic modifications or changes performed remotely by Crown Castle’s Network Operating Center to the Product following the installation and delivery of such Product including, but not limited to, changes to routing tables;

“Network Controller” means the Crown Castle Equipment which provides physical or virtual device management for all Edge Devices associated with the controller;

“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 is eligible to receive if Crown Castle fails to meet the Product Availability levels set forth in Section 8.2 below;

“Product Outage” means a complete loss of signal that renders the Product unusable or the output signal presented to Licensee by Crown Castle does not conform to the Specifications;

“Software” means software which is embedded in the Edge Device and used in connection with the Product;

“Underlay Product” means the internet or ethernet connectivity between two or more Locations over which the Product operates.

### 3. SPECIFICATIONS

3.1 The Specifications applicable to the Product are as follows:

- (i) **Underlay Connectivity:** In order to provide the Product, there must be internet or ethernet connectivity at the Location. This internet or ethernet connectivity may already exist or may be ordered in conjunction with the Product.
- (ii) **IP Address Allocation:** The Edge Device will use one or more IP address blocks depending on the number of Underlay Products at the Location. Each Underlay Product will have a unique IP address block.
- (iii) **SD-WAN Overlay:** The overlay service uses Underlay Product access to establish tunnels of encrypted traffic connecting the Edge Devices and Network Controllers.
- (iv) **Network Traffic Management:** Crown Castle's network traffic policies will restrict the traffic flows to the subscribed committed information rate ("CIR") in connection with the Underlay Product.

### 4. USE BY LICENSEE

**4.1 Permitted Use and Proprietary Rights.** Licensee may use the Product(s) for its own internal use. Licensee shall not assign, sell, transfer, distribute, lease, sublicense, license, sub-license, or otherwise grant a right to use the Product to any third party. Licensee shall not use or copy any Software except as expressly permitted in this Agreement. Except to the extent such restrictions are not permitted under applicable law, Licensee agrees not to modify, adapt, alter, decompile, disassemble, reverse assemble, reverse engineer or otherwise attempt to derive source code for the Edge Device, Software or any other aspect of the Product. Licensee may not distribute, license, lease, rent, loan, or otherwise transfer the Software. Licensee shall not create derivative works based on the Software. Licensee may not export the Software or the underlying technology in contravention of the applicable U.S. and foreign export laws and regulations. Licensee acknowledges and agrees that portions of the Software, including but not limited to, the source code and the specific design and structure of individual modules or programs constitute or contain trade secrets of Crown Castle and its licensors. Any Software provided hereunder is licensed only and is subject to this Supplement, and Crown Castle or its providers retain title in all copies of the Software. Licensee will not obtain title to, or ownership of any intellectual property rights in the Software or any copies thereof. Licensee's rights in the Software will be limited to those expressly granted in this Supplement. Crown Castle reserves all rights not expressly granted to Licensee under this Supplement.

**4.2 Content and Transportation of Product.** Licensee accepts that Crown Castle does not control or operate the content that is transmitted or transported via the Product(s) and Licensee shall be solely liable and responsible for the content, data and communications applicable to the Product. Licensee acknowledges that Crown Castle will have network access to communicate with the Edge Device for purposes such as authentication and Software updates; and will have access to, and may utilize for any purpose all information regarding networking characteristics, usage, performance and related information involved in the use of the Product ("Key Performance Indicators" or "KPI"). Crown Castle will protect this KPI, and will not divulge to anyone outside its Crown Castle, subcontractors, or agents, unless required by law via a subpoena.

**4.3 Fraudulent Use of Product.** Crown Castle shall not be held liable for any usage, charges and/or damages resulting from Licensee's fraudulent or unauthorized use of the Product, Software and/or Edge Devices. Licensee will not use the Product in any unlawful, abusive, or fraudulent manner. If Crown Castle has reason to suspect Licensee entity is abusing the Products or using them fraudulently or unlawfully, Crown Castle reserves the right to immediately suspend, restrict, or terminate the Products without notification. In such an event, Licensee will be held liable for all usage, including but not limited to, any and all fraudulent usage.

### 5. IMPLEMENTATION

**5.1 Provisioning.** Crown Castle is not responsible for any Underlay Product provided to Licensee from a third party provider ("Third Party Underlay Product"). For the avoidance of doubt, Crown Castle will not be responsible for any provisioning issues, outages or service interruptions resulting from an incident attributable to any Third Party Underlay Product.

**5.2 Pre-Installation Technical Documentation.** Licensee must assist in the completion of technical documentation prior to commencement of installation of the Product. The documentation provides Crown Castle with the information needed to design and configure the Product, including, but not limited to, access type and bandwidth, local area network and wide area network ("WAN") design, number of users, and traffic types and priorities.

**5.3 Acceptance Date - Third Party Underlay Product.** If Licensee utilizes a Third Party Underlay Product, then the "Acceptance Date" for each Product shall be the earliest of (a) the date on which Licensee delivers written notice of acceptance, (b) the date on which Licensee begins to use the Product, other than for testing purposes, or (c) the fifth (5<sup>th</sup>) calendar day following Licensee's receipt of the Edge Device to be utilized in connection with the Product, unless Licensee notifies Crown Castle in writing within said five-day period of a Defect in the Product, specifying in detail the nature of such Defect.

**5.4 Licensee Responsibilities.** Licensee will provide: (i) an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit, and humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit; (ii) power including UPS AC power equipment, circuit sizing to be determined, if applicable; (iii) emergency local generator backup service, if applicable; (iv) if interfacing with a third party IP service, provide, install and maintain a device that is capable of routing network traffic between the Product and the Licensee's WAN; and (v) a point of contact for installation, Product activation, notices for Product Outages, and any maintenance activities. In addition, Licensee is responsible for the performance of the applicable functions set forth on the Responsibility Matrix in **Exhibit A**, attached hereto and incorporated herein.

**5.5 Cross-Connections.** As necessary for interconnection of the Product with service provided by others, Crown Castle may request (as applicable), and Licensee will provide to Crown Castle, circuit facility assignment information and design layout records necessary to enable Crown Castle to make the necessary cross-connection between the Product and Licensee's other service(s) from other provider(s). Crown Castle may charge Licensee non-recurring and monthly recurring cross-connect charges to make such connections.

**5.6 Security Monitoring and Mitigation.** Crown Castle monitors the Edge Device utilized in connection with the Product. Crown Castle does not provide monitoring of security events, any security event mitigation or advice regarding security issues or threats. Upon request by Licensee, Crown Castle will modify the configuration of the Product in accordance with the specifications provided by Licensee to attempt to mitigate security events and security threats identified by Licensee. Crown Castle's sole obligation is to implement the configuration settings requested by Licensee. Crown Castle makes no guarantees with respect to the detection or blocking of viruses/worm/malware or any other types of attacks, and is not responsible for any malicious data that may be transmitted over the Underlay Product.

**5.7 Crown Castle Responsibilities.** Crown Castle is responsible for the performance of the applicable functions as set forth on the Responsibility Matrix in **Exhibit A**. The Demarcation Point for the Product is the port on the Edge Device.

## **6. SD-WAN LICENSEE PORTAL**

Crown Castle will provide the Licensee with a password-protected web portal to view performance information regarding Licensee's Product.

## **7. FEES**

Licensee shall pay the fees set forth in Order Forms executed hereunder. In addition, in the event that amounts charged to Crown Castle under its underlying third party reseller agreement are increased, Crown Castle shall have the right to charge Licensee for such increase, which shall be added to the MRCs to be paid by Licensee for the applicable term. In the event of any such increase, Crown Castle will provide prior written notice to Licensee, and any such increases in charges will not take effect until Licensee's receipt of such notice.

## **8. SERVICE LEVEL AGREEMENT**

**8.1 Product Outage.** Subject to this Section 8, in the event of a Product Outage to any Product, Licensee may be entitled to an Product Credit in accordance with the applicable Service Level Objective set forth in Section 8.2 below. A Product Outage shall be deemed to begin upon the earlier of Crown Castle's actual knowledge of the Product Outage or Crown Castle's receipt of notice from Licensee of the Product Outage, 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, defect or failure to meet any objectives or parameters under this Supplement be deemed to be or constitute a breach by Crown Castle of this Supplement, the Agreement or any Order Form.

### **8.2 Service Level Objectives.**

If the total minutes or hours of Product Outages in any month exceed the number of minutes or hours set forth in the table below, Licensee shall be entitled to a Product Credit equal to the percentage of the Product MRC set forth in the following table:

Product Availability Objective	Product Credit	
	Cumulative Duration of Product Outage(s)	% of MRC
99.99%	0 to 4 mins.	0%
	>4 mins. to 4 hrs.	5%
	>4 hrs. to 8 hrs.	10%

	>8 hrs. to 12 hrs.	20%
	>12 hrs. to 16 hrs.	30%
	>16 hrs. to 24 hrs.	40%
	>24 hrs.	50%

**8.3 Product Credits.** Product Credits hereunder are calculated as a percentage of the MRC for the Product set forth in the Order Form. Product Credits shall be Licensee's sole and exclusive remedy at law or in equity on account of any Product Outage and/or any other defect in the Product. 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 this Supplement and the underlying transport Supplement (e.g. Internet Supplement or Ethernet Supplement), 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. Product Credits will not be issued to Licensee if Licensee's account with Crown Castle is in arrears. In no event shall Product Credits in any month for any and all interruptions, disruptions, failures, and/or degradations in quality (including, without limitation, any Product Outage or failure to meet any objectives or parameters set forth in this Supplement) exceed fifty percent (50%) of the MRC for the affected Product for that month.

**8.4 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 the Product Credit. Failure to request a Product Credit within such period shall constitute a waiver of any claim for a Product Credit.

**8.5 Events Excepted From Product Credit.** Notwithstanding the foregoing, Licensee shall not receive any Product Credit for any Product Outage, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following 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, end user equipment or Licensee's vendor's equipment;
- c. Failure, outage or other issues with any Licensee circuits or other underlying circuits;
- d. Failure of electrical power not provided by Crown Castle;
- e. Election by Licensee, after requested by Crown Castle, not to release the Product for testing and repair;
- f. Crown Castle's inability to obtain access required to remedy a defect;
- g. Scheduled maintenance periods;
- h. Scheduled upgrade of the Product at the request of Licensee;
- i. Force Majeure Event;
- j. Disconnection or suspension of the Product by Crown Castle pursuant to a right provided under this Agreement; and/or
- k. Crown Castle's inability to repair due to utility safety restrictions.

## 9. EMERGENCY BLOCKING

The Parties agree that if either Party, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, then the applicable Party may block any transmission path over its network by the other Party where transmissions do not meet material standard industry requirements and after engaging in reasonable and good faith efforts to notify the other Party of the need to block. Any such blockage will be without any liability or obligation to the other Party. The Parties further agree that none of their respective obligations to each other under the Agreement, Supplement and Order Form, will be affected by such blockage, except if Licensee is the party being blocked, then Licensee will not be obligated to make payments for the circuit(s) which is so blocked until such time as the blockage is removed.

## 10. CHANGES

During the Product Term, Crown Castle will perform basic moves associated with the Edge Device and basic associated changes with respect to the Product upon request by Licensee, following installation and delivery of the Product and subject to additional charges, certain charges of which are detailed below.

Change Type	Time of Day	Rates Per Incident (Charged per Product)
Technician dispatch	7:01 AM to 6:59 PM	\$250 per hour, 4-hour minimum
Technician dispatch	7:00 PM to 7:00 AM	\$375 per hour, 4-hour minimum
Logical Changes – Remote	7:01 AM to 6:59 PM	\$200 per hour, 1-hour minimum

Logical Changes – Remote	7:00 PM to 7:00 AM	\$300 per hour, 1-hour minimum
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The charges above may be increased once per contract year upon notice to Licensee by the percentage increase, if any, in the Consumer Price Index – Urban Wage Earners and Clerical Workers (U.S. City Average, All Items, Base 1982-1984 equals 100) as published by the United States Department of Labor, Bureau of Labor Statistics.

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: \_\_\_\_\_

**Exhibit A**  
**Responsibility Matrix**

<b>Function</b>	<b>Crown Castle</b>	<b>Licensee</b>
Strategic direction		X
Appropriate space, power, operating environment		X
Network design	X	X
Monitoring	X	
Fault isolation	X	
Fault restoration – Physical	X	
Fault restoration – Logical	X	
Break fix maintenance	X	
Change management – Physical	X	
Change management – Logical	X	
Configuration back-up	X	
Security policy and updates	X	
Utilization reporting	X	



4352 BAY ROAD, #207, SAGINAW, MI 48603 TELEPHONE: 888-964-2227

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## MASTER SERVICE AGREEMENT

### CONTRACT NUMBER: 190AN-MTTISAFBOS2022-0827

#### ATTACHMENT D – ADMINISTRATIVE FEES DUE MICTA

##### D.1 Administrative fee/Restrictions:

Upon acceptance of an order by Seller, Seller agrees to pay MiCTA an administrative fee of not less than 1% of the Eligible Net Revenue for TISA related offerings (as defined below) generated from any MiCTA account.

Upon acceptance of an order by Seller, Seller agrees to pay MiCTA an administrative fee of not less than 1% of the Eligible Net Revenue for FBOS related offerings (as defined below) generated from any MiCTA account.

For purposes of this Agreement:

D.1.1. MiCTA Account shall mean an Eligible Organization that purchases Seller's products or services under this Agreement and the Member Participation Agreement with Seller.

D.1.2. Eligible Net Revenue means the monthly recurring revenue received from MiCTA Members but shall not include: (i) any VENDOR charges for goods and services that are not within the scope of RFP # MT-TISA FBOS 2022; (ii) any pass-through access/egress (or related) charges imposed by third parties; (iii) any non-recurring charges imposed on or by VENDOR tariffs; (iv) any pass-through directory assistance charges; (v) any taxes or surcharges; and (vi) any promotional or other credits granted by VENDOR.

D.1.3. The only administrative fees, fees or compensation due MiCTA shall be those administrative fees payable on all MiCTA Account sales/purchase agreements, for products and services within the scope of RFP # MT-TISA FBOS 2022.

D.1.4. Any administrative fees earned by MiCTA are scheduled to be paid monthly beginning sixty (60) days in arrears from the billing date starting with the first full month's billing by VENDOR of an Eligible Organization, and administrative fee payments shall be made at the end of the appropriate calendar month. Notwithstanding anything else, VENDOR is only required to pay administrative fees on the "Eligible Net Revenues" related to a particular Eligible Organization once VENDOR receives the entire billed amount from that particular Eligible Organization.

D.1.5. Notwithstanding the above, in the event that administrative fees due MICTA total less than \$50.00 for any given payment period, VENDOR shall have the right to withhold payment of such administrative fees until the total reaches \$50.00, and then VENDOR shall pay to MiCTA such aggregated administrative fees in the next payment period.



D.1.6. Seller shall be responsible for payment of all pending MiCTA administrative fees due from sales revenues generated by this Agreement up through the actual date of termination.

D.1.7. MiCTA will not guarantee a minimum sales volume or estimate sales volume for this Agreement.

D.1.8. MiCTA is solely responsible for the payment of any taxes or assessments in connection with its receipt of administrative fee payments hereunder.

#### **D.2. SALES/ADMINISTRATIVE FEE REPORTS:**

Seller is required to notify MiCTA of all sales and/or service commitments with MiCTA Members and MiCTA Eligible Organizations. The report must minimally, for each Eligible Organization taking service, include the customer name, contact name/number, city, state, estimated volume, estimated administrative fee, estimated cost savings, and estimated delivery date. A sample report is available upon request. MiCTA may provide Seller with a reporting portal on MiCTA's website and require such reporting to be made electronically on the website. Reports must be submitted by the 60th day following month-end close.

Monthly reports should be sent to:

MiCTA

Attn: Administrative fee Report

4352 Bay Road

#207

Saginaw, MI 48603

#### **Sales/Administrative fee Reporting Process:**

D.2.1. Monthly reports must include a list of all purchases between MiCTA Members and MiCTA Eligible Organizations and the Seller.

D.2.2. Seller will be required to submit an annual report of all MiCTA Member and MiCTA eligible institution purchases within 30-days of the Seller's fiscal year close.

D.2.3. MiCTA may escalate to the Vice President level for any failure to report Member sales in their entirety Sales/Administrative fee Audit.

D.2.4. MiCTA reserves the right to perform an independent audit, by MiCTA designated auditors, of the MiCTA administrative fees paid by seller, on an annual basis. Seller shall bear the costs of the audit should the results of the audit identify a material amount of unpaid administrative fees. In the absence of a material underpayment, MiCTA will be solely responsible for the cost of any such audit.

D.2.5. Seller will be required to comply with a MiCTA request for audit within thirty (30) working days of receiving the written request.

D.2.6. Seller will be held responsible for all administrative fees and service charges for all unreported Net Eligible Revenue with MiCTA Accounts revealed during an audit.

D.2.7. MiCTA will be responsible for repaying all administrative fees for all over reported Net Eligible Revenue paid to MiCTA which may be repaid by an offset against future administrative fees.



**Certificate Of Completion**

Envelope Id: 3BDFE485C5D74FF0A5BAA7DC668CE87E

Status: Completed

Subject: Please DocuSign: Crown Castle MiCTA MSA\_(August 2022).pdf

Source Envelope:

Document Pages: 74

Signatures: 1

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

Envelope Originator:

Sally Dioguardi

2000 Corporate Drive

Canonsburg, PA 15317

Sally.Dioguardi@crowncastle.com

IP Address: 64.213.130.18

**Record Tracking**

Status: Original

8/25/2022 8:15:30 AM

Holder: Sally Dioguardi

Sally.Dioguardi@crowncastle.com

Location: DocuSign

**Signer Events**

Lisa Gugliada

Lisa.Gugliada@crowncastle.com

Associate General Counsel

Fiber Contracts

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



0A5654AA05BF4F9...

Signature Adoption: Pre-selected Style

Using IP Address: 66.65.168.230

**Timestamp**

Sent: 8/25/2022 8:19:42 AM

Viewed: 8/25/2022 10:57:17 AM

Signed: 8/25/2022 10:57:19 AM

**Electronic Record and Signature Disclosure:**

Accepted: 8/25/2022 10:57:17 AM

ID: 7ed30379-bd8d-4101-890f-ee6e833f280f

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Peter O'Brien

peter.obrien@crowncastle.com

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 8/25/2022 8:19:42 AM

Viewed: 8/25/2022 8:47:20 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Ron Kramer

ron.kramer@crowncastle.com

Associate General Counsel

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 8/25/2022 8:19:43 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Tara Johns tara.johns@crowncastle.com Attorney Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 8/25/2022 8:19:43 AM Viewed: 8/26/2022 9:41:34 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/25/2022 8:19:43 AM
Certified Delivered	Security Checked	8/25/2022 10:57:17 AM
Signing Complete	Security Checked	8/25/2022 10:57:19 AM
Completed	Security Checked	8/25/2022 10:57:19 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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To contact us by email, send messages to: [esignature@CrownCastle.com](mailto:esignature@CrownCastle.com)

To contact us by paper mail, send correspondence to

Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317

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Browsers:	Internet Explorer® 11 (Windows only); Windows Edge Current Version; Mozilla Firefox Current Version; Safari™ (Mac OS only) 6.2 or above; Google Chrome Current Version; <b>Note</b> : Pre-release (e.g., beta) versions of operating systems and browsers are not supported.
Mobile Signing:	Apple iOS 7.0 or above; Android 4.0 or above
PDF Reader:	Acrobat® Reader or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768

Enabled Security Settings:	Allow per session cookies
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