

ADDENDUM

STANDARD SERVICE LEVEL AGREEMENT **(WAN Transport Services)**

This Addendum is made by and between _____ (“Customer”) and Unite Private Networks, LLC (“UPN”) to that certain WAN Services Agreement (“WAN Customer Agreement”) between the parties dated _____. The service conditions outlined in this Agreement relate to WAN Service (“Service”) delivered on the UPN Fiber Network.

1. UPN maintains a goal of 99.99% availability on all WAN transport services and strives to repair all service impacting conditions within four (4) hours of discovery.
2. Customer acknowledges the possibility of an interruption in Service that results in a partial or total disruption of Service which, subject to the exclusions and restrictions noted below, constitutes an “Outage.” If a location experiences an Outage (“Affected Service”), UPN, upon discovery of the Outage, will immediately commence work to repair the Affected Service. UPN will provide to Customer a good faith estimate of time to complete repair and provide regular updates of the status of repair.
3. Customer may be entitled to a credit based upon the amount of monthly Outage time experienced by the Affected Service. The credit amount is calculated by determining the percentage of time (calculated in minutes) that the Affected Service experiences an Outage, within a calendar month, in relation to the total calendar monthly minutes of Affective Service (“Outage Minutes %”). The amount of the credit shall be the Outage Minutes % multiplied by the pro-rated amount, determined by the number of locations that experienced an Outage, of the Customer Monthly Recurring Charge (“Customer MRC), as identified in the WAN Customer Agreement, for the Affected Service (“Outage Credit”).
4. To receive an Outage Credit, Customer must initiate a trouble ticket at the time of the Outage by contacting UPN at the Escalation Contact List noted below. The Outage shall be deemed to have commenced upon verifiable notification of outage and initiation of trouble ticket. The Outage shall end upon restoration of the Affected Service as evidenced by appropriate network tests by UPN.
5. Customer’s written request for an Outage Credit shall be submitted, within thirty (30) calendar days of the end of the calendar month in which the Outage occurs. Request shall be submitted to Unite Private Networks, 7200 NW 86th Street, Kansas City, MO 64153. Attn: Billing Dept. or by email at: legaldept@upnfiber.com. In no case shall UPN provide credit to Customer that exceeds the Customer’s MRC for the Affected Service.
6. All approved Outage Credits shall be credited on the next monthly invoice for the Affected Service following UPN approval of the Outage Credit.
7. The Outage Credits described herein shall be the sole and exclusive remedy of the Customer in the event of any Outage or other disruption of Service, and under no circumstances shall either be deemed an event of Default under this Agreement or that certain WAN Customer Agreement. UPN, or its representatives, make no warranties, express or implied, including warranties for fitness of use for a particular purpose. It is the explicit intention of the Parties hereto that no Person other than the Parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any Party hereto, and that covenants, undertakings, and agreements set forth in this Agreement shall be enforceable only by the Parties hereto or their respective successors or permitted assigns.
8. EXCEPT FOR THE WARRANTIES CONTAINED IN THIS AGREEMENT, UPN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. NEITHER PARTY, THEIR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS SHALL BE LIABLE IN ANY WAY WHATSOEVER, FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS REVENUE, LOST BUSINESS, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER, WHETHER OR NOT SUCH DAMAGES ARE

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FORESEEABLE BY EITHER PARTY, OR THEIR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BY CUSTOMER UNDER THIS AGREEMENT.

10. An Outage shall not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following:

- 10.1 Interruptions on a Service for which the start of Service has not yet commenced.
- 10.2 Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to access, use or modify the Service or equipment used by Customer.
- 10.3 Interruptions due to power failure at Customer premises, or the failure or poor performance of Customer provided CPE.
- 10.4 Interruptions during any period in which UPN or its agents are not afforded access to the premises where the access lines associated with the Service are terminated, provided such access is reasonably necessary to prevent a degradation or to restore Service.
- 10.5 Interruptions during any period that UPN has communicated to Customer that the Service will be unavailable for maintenance or grooming purposes, or Customer has released the Service to UPN for the installation of a Customer service order.
- 10.6 Interruptions during any period that Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis.
- 10.7 Interruptions resulting from Force Majeure.
- 10.8 Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner.
- 10.9 Interruptions resulting from a UPN disconnect for cause.
- 10.10 Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer (including without limitation Customer's over subscription of circuits).
- 10.11 Interruptions due to improper or inaccurate network specifications provided by Customer.
- 10.12 Special configurations of the standard Service that have been mutually agreed to by UPN and Customer, provided however that UPN or a 3rd party vendor may provide a separate service level agreement to Customer for those special configurations.
- 10.13 UPN's inability to initiate Service by the Service start date.
- 10.14 Interruptions in service not caused by failure of the UPN network (ex. Interruptions caused by Customer internal LAN or equipment or caused by a third party network service provider).

11.0 Escalation Contact List:

To assist Unite Private Networks in tracking and coordinating all necessary activities for resolving issues expeditiously, the following phone numbers are the first contacts for trouble resolution. All dispatches, if deemed necessary, will be generated through these contacts.

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Reporting service issues to UPN

1-866-963-4237 or 816-903-3927
Twenty-four hours a day/seven days a week

The escalation process provides the next step for obtaining information and resolutions in the event that Customer is unable to receive a satisfactory resolution by contact through the phone numbers listed above.

Service Escalation Contact List

| <u>Level</u> | <u>Name</u> | <u>Email</u> | <u>Cell Phone Number</u> |
|-----------------|--|--|--------------------------|
| 1 st | Jerome Simoneau Sr. Engineer, Network Operations | jerome.simoneau@upnllc.com | 816-365-9435 |
| 2 nd | Beth Kimmel Director, Network Operations | beth.kimmel@upnllc.com | 402-326-9980 |
| 3 rd | Chad Senglaub Chief Operations & Technology Officer | chad.senglaub@upnllc.com | 816-500-9935 |

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

Unite Private Networks, LLC

Signature: _____

Name and Title: _____

Date: _____

Signature: _____

Name and Title: _____

Date: _____