

ACCESS SERVICES
ADDITIONAL TERMS AND CONDITIONS OF SERVICE

These Access Services Additional Terms and Conditions of Service (these “Access Services Terms of Service”) state important requirements regarding the use of Access Services, provided by Granite and/or its affiliates through the Core Network and Granite’s contracts with its Provider(s), by Customer and any of its end users, invitees, licensees, customers, agents or contractors. These Access Services Terms of Service state certain of Customer’s and Granite’s duties, obligations and rights. Customer should read them carefully as they contain important information. IF CUSTOMER DOES NOT AGREE TO THESE ACCESS SERVICES TERMS OF SERVICE, CUSTOMER MAY NOT USE ACCESS SERVICES AND CUSTOMER MUST TERMINATE USE OF SUCH ACCESS SERVICES IMMEDIATELY. These Access Services Terms of Service are in addition to the General Terms of Service.

The following additional terms and conditions are applicable to all Access Services:

1. Services.

1.1 Description of Services. “Access Services” shall mean, and consist of, (a) T1, Ethernet and other data circuits which provide connectivity to the Internet (i.e. dedicated internet access) between Customer premises and the Provider’s network (“Dedicated Internet Access Services”) and/or Multiprotocol Label Switching (“MPLS”) and/or private network services which provide virtual private network and traffic engineering applications (collectively, “MPLS Services”). All Access Services, including, without limitation, speed, rates and charges are subject to availability as determined by the underlying provider.

1.2 Granite Equipment and Core Network; Customer Equipment.

(a) Provider Equipment and the Core Network shall remain the sole and exclusive property of Granite and/or its Provider(s), as applicable, and nothing contained herein, in any Service Order Documents or in any other document or writing accepted by Granite grants or conveys to Customer any right, title or interest in any Provider Equipment or the Core Network, nor shall anything herein constitute, create or vest in Customer any easement or any other property right. Notwithstanding that it may be or become attached or affixed to real property, the Core Network and Provider Equipment will at all times remain the property of Granite and/or its Providers, as applicable. Customer may not, nor permit others to, alter, adjust, encumber, tamper, repair or attempt to repair, rearrange, change, remove, relocate, or damage any Provider Equipment or the Core Network without the prior written consent of Granite. Customer may not cause any liens to be placed on any Provider Equipment or the Core Network, and will cause any such liens to be removed within ten (10) days of Customer’s knowledge thereof. Customer shall be liable to Granite for any loss or damage to Provider Equipment or the Core Network caused by Customer or any of its end users, invitees, licensees, customers, agents or contractors. Nothing herein shall prevent Granite from using the Core Network and Provider Equipment to provide Access Services to other customers.

(b) To the extent a Service Order Document requires Granite to complete construction, extend the Core Network and/or obtain additional Underlying Rights (as defined below in this Section 1.2(b)), Customer shall use commercially reasonable efforts to assist Granite in obtaining such Underlying Rights as necessary to provide Access Services. In the event that Granite is unable to obtain or maintain any necessary Underlying Rights without incurring additional costs, unless Customer bears the costs of obtaining such Underlying Rights, Granite may cancel the applicable service order and shall incur no liability to Customer hereunder. Granite shall not be deemed to be in breach of the Agreement for its failure to meet any anticipated service 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 Granite. “Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, access rights, 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 Core Network and/or for Granite to provide Access Services. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Access Services that are necessary for Granite to provide Access Services.

(c) Access Services utilize CPE purchased at Customer’s own expense (unless otherwise provided in the Service Order Documents) and either provided by Granite or otherwise approved by Granite and/or its Provider(s). With respect to CPE provided by Granite, Customer shall (a) use such CPE for Access Services

provided by Granite and Customer is not authorized to use CPE for any other purpose; (b) comply with all documentation and manufacturer's instructions; and (c) take reasonable measures to protect and care for CPE. Customer is responsible for all loss, damage or destruction to CPE. Promptly upon notice from Granite, Customer shall eliminate any hazard, interference or Service obstruction that any such CPE is causing or may cause as reasonably determined by Granite. Granite may, at its sole and absolute discretion, suspend Service if any CPE does not comply with the provisions herein.

1.3 Access.

(a) Upon expiration or termination of the applicable Service Term, Customer shall grant Granite access to its premises as necessary to enable Granite to remove the Provider Equipment and any elements of the Core Network. Granite, its employees, contractors and/or agents shall have access to any Provider Equipment, elements of the Core Network or facilities at a Customer premises.

(b) Neither Customer nor any of its end users, invitees, licensees, customers, agents or contractors shall have any recourse against any property owner or property manager of any premises to which any Access Services are delivered and/or at which the Core Network or Provider Equipment is located, as a result of or in reliance upon the Agreement. Without limiting the foregoing, this provision shall not be construed to impose any liability on Granite and/or its underlying Provider(s), nor shall Granite have any liability for, or on behalf of, such property owner or property manager.

1.4 Provisioning. Customer must provide Granite with a network assessment worksheet (in a form provided by or acceptable to Granite) for purposes of determining the current status and support characteristics of key network protocols, services and settings (including, but not limited to, a site survey document and Customer's local area network(s) minimum network requirements and firewall specifications) necessary for providing Access Services to Customer. Customer acknowledges that the provisioning of Access Services depends on the accuracy and timely receipt of information on the network assessment worksheet, other documents and/or responses to questionnaires and additional questions from Granite. Granite is not responsible for any delays in provisioning or failures of Access Services related to inaccurate information provided by Customer or changes in Customer's network that are not communicated to Granite. Granite and/or its Providers will evaluate, design, and provision Access Services based on a configuration proposed to, and accepted by, Customer. Customer acknowledges that there is no guaranty that Customer's current CPE or previously purchased or installed equipment can be used with Access Services.

1.5 MPLS Services and Ethernet Services.

(a) For any MPLS Services, including any VoIP Services over MPLS Services, (i) Customer is required to install the hub site first, with remote sites to follow and (ii) Customer will be responsible for payment on all circuits for MPLS Services on the Service Start Date of each specific circuit, whether or not all circuits/locations have been installed at the time of a circuit's Service Start Date.

(b) All orders for Access Services over Ethernet and Ethernet over Copper (EOC) (together, "Ethernet Services") are subject to complete engineering and facilities verification, and final availability of facilities. Circuit speed may not be verified until circuit turn up. Furthermore, while no guarantee of facilities is made in advance, all Ethernet Services orders require pre-engineering qualification with the quotes department prior to submission of any order.

1.6 Maintenance.

(a) Granite will endeavor to conduct (or cause to be conducted) scheduled maintenance of On-Net Access Services that is reasonably expected to interrupt Access Services between 12:00 midnight and 6:00 a.m. local time or, upon Customer's reasonable request, at a time mutually agreed to by Customer and Granite. Granite will use commercially reasonable efforts to notify Customer of scheduled maintenance that is reasonably expected to interrupt Service via telephone or e-mail, no less than two (2) days prior to commencement of such maintenance activities. Customer shall provide a list of Customer contacts for maintenance and escalation purposes, which may be included on the Service Order Documents, and Customer shall provide updated lists to Granite, as necessary. With respect to Off-Net Access Services, Granite's may interrupt Access Services for scheduled

maintenance and other operational reasons, and Granite will use commercially reasonable efforts to provide notice when possible (provided, Granite shall not be liable for any failure to provide such notice or for its Providers failing to provide such notice). Except as otherwise provided in the Agreement, Customer shall not be entitled to receive any remuneration for such scheduled interruptions.

(b) Granite and/or its Providers may perform emergency maintenance of On-Net Access Services or Off-Net Access Services in their respective sole and absolute discretion, with or without prior notice to Customer, to preserve the overall integrity of the Core Network or such Provider's network. Granite will use commercially reasonable efforts to notify Customer as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts any Access Services.

2. Rates and Charges. Rates and Charges for Access Services are as set forth in the applicable Service Order Document(s) or as otherwise communicated to Customer at the time of ordering such Access Services and may vary depending on Access Service type, features, equipment and other costs required to deliver the Access Service to Customer.

3. Service Term. The initial minimum Service Term of all Access Services shall begin on the Service Start Date and shall be as set forth in the applicable Service Order Documents or other writing accepted by Granite, provided, notwithstanding the foregoing, all Access Services shall commit to, and shall be deemed to have committed to, an initial minimum Service Term of at least thirty-six (36) months from the Service Start Date unless otherwise expressly agreed to by the Parties in writing. Service Terms may be extended for additional monthly increments due to specific offerings or promotional terms. After the end of the initial minimum Service Term selected by Customer, and any renewal Service Terms selected by Customer, the Service Term shall automatically renew and continue on a month to month basis unless Customer provides prior written notice to Granite at least thirty (30) days prior to the end of the then current Service Term or the service is otherwise terminated in accordance with the Agreement.

4. Early Termination Fees.

(a) If any specific Access Services or the Agreement is disconnected or terminated after the Service Start Date but prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer, Customer shall be charged an Early Termination Fee in an amount equal to: (i) 100% of the last three (3) months average billings multiplied by the number of months (or portions thereof) remaining under the then current Service Term of the specific Access Services (including the remaining portion of any amortized CPE charges), plus (ii) any and all outstanding funds due to Granite at the time of termination, including, but not limited to, rendered service, hardware and installation fees, plus (iii) actual expenses incurred by Granite to activate or terminate Access Services, plus (iv) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite and any and all credits, allowances, discounts and/or other customer incentives provided by Granite to Customer.

(b) AccessUnlimited. If Customer has enrolled in Granite's AccessUnlimited offering, then any specific Access Service is eligible for a change of the Access Service during the applicable Service Term, including one that requires Granite to change Providers or change the underlying technology of the Access Service, with all otherwise applicable Early Termination Fees waived. This AccessUnlimited waiver is limited only to service changes that would otherwise incur Early Termination Fees and does not prevent Granite from charging fees for other service orders, such as extending a circuit or moving its location. The original Service Term will continue to govern after the change, and Early Termination Fees will continue to apply if Customer does not complete the original Service Term.