

**GRANITE GRID SERVICES
ADDITIONAL TERMS AND CONDITIONS OF SERVICE**

These Granite Grid Additional Terms and Conditions of Service (these “Granite Grid Terms of Service”) state important requirements regarding the use of Granite Grid 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 Granite Grid 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 GRANITE GRID TERMS OF SERVICE, CUSTOMER MAY NOT USE GRANITE GRID SERVICES AND CUSTOMER MUST TERMINATE USE OF SUCH GRANITE GRID SERVICES IMMEDIATELY. These Granite Grid Terms of Service are in addition to the General Terms of Service.

The following additional terms and conditions are applicable to Granite Grid Services:

1. Services.

1.1 Description of Services. “Granite Grid Services” consist of: (a) access via Granite’s fiber network installed at each location to provide connectivity to the Internet between Customer premises and Granite’s or its Provider’s network; (b) On-Net MPLS Services; (c) monitoring of Customer circuit; and (d) maintenance, configuration, management and/or support of CPE specifically for, or related to, the use of Granite Grid Services. In addition, Customer may order additional add-on services to Granite Grid Services, including, but not limited to: (i) inside wire services; (ii) Wi-Fi Services; and/or (iii) VoIP Services.

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 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 Granite Grid 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 Granite Grid Services. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Services that are necessary for Granite to provide Granite Grid Services.

(c) Granite Grid 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 Granite Grid 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. Except as otherwise contracted for by Customer or provided as part of Granite Grid Services, Granite will have no obligation to install, maintain, or repair CPE.

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 Granite Grid 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 Granite Grid Services to Customer. Customer acknowledges that the provisioning of Granite Grid 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 Granite Grid Services related to inaccurate information provided by Customer or changes in Customer's network that are not communicated to Granite.

1.5 Maintenance.

(a) Granite will endeavor to conduct (or cause to be conducted) scheduled maintenance of On-Net Services that is reasonably expected to interrupt Granite Grid 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 Services, Granite may interrupt Granite Grid 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 schedule interruptions.

(b) Granite and/or its Providers may perform emergency maintenance of On-Net Services or Off-Net 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 Granite Grid Services.

1.6 MPLS Services Ethernet Services and VoIP Services. Granite Grid Services are subject to additional terms and conditions for MPLS Services, VoIP Services, Ethernet Services and other Granite services as applicable.

2. **Early Termination Fees.** If any specific Granite Grid 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: (a) 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 Granite Grid Services (including the remaining portion of any amortized CPE charges), plus (b) 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 (c) actual expenses incurred by Granite to activate or terminate Granite Grid Services, plus (d) 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 provide by Granite to Customer.

3. **Service Term.** The initial minimum Service Term of all Granite Grid 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 Granite Grid Services shall commit to, and shall be deemed to have committed to, an initial minimum Service Term of at least twelve (12) months from the Service Start Date. 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.

Dated and effective as of September 7, 2016.