



## Schedule B1 – Service Description DSL & Cable Connectivity

### 1. Service Name

DSL & Cable Connectivity

### 2. Service Term

All services under this schedule shall individually each be on a 5 year term from the date of installation. Upon each expiration, the term shall renew automatically for an additional term equal to the Service Term listed herein (each a “Renewal Service Term”) unless the Service is terminated at the end of the Service Term or at the end of any Renewal Service Term by a Party notifying the other in writing of such intention no later than ninety (90) days prior to the end of the Initial Service Term or Renewal Service Term, as the case may be. At the end of each Renewal Service Term, an additional Renewal Service Term will commence unless the Service is terminated in accordance with the foregoing.

### 3. Service Description

Comwave’s DSL and Cable Connectivity service provide a business with an always-on, high-speed data connection from the Customer’s premises to one of Comwave’s Data Centers. At the Data Centre the circuit is connected either directly to the Internet, or optionally to a private network.

DSL Connectivity – is either provisioned on top of a regular telephone line, provided by the Customer, or a Dry Loop provisioned by Comwave at rates described herein. Modem is included. Onsite Installation is optional with this service.

Cable Connectivity- is provisioned on top of a cable television circuit on Coax. Many business locations don’t have cable infrastructure available however when it is available, it is very reliable with high throughput speeds.

### 4. Service Specifications

All speeds and specifications are based on where Comwave has on-net footprint. Specifications and pricing may differ where Comwave utilized third party access (off-net). Offnet pricing is subject to change at any time. For the most up to date connectivity speeds please see our website at [www.comwave.net](http://www.comwave.net). Other speeds may be available

DSL

Download Speed	Upload Speed
6 Mbps	1 Mbps
16 Mbps	1 Mbps
25 Mbps	10 Mbps
50 Mbps	10 Mbps

Cable

Download Speed (up to)*	Upload Speed (up to)*
30 Mbps	5 Mbps
100 Mbps	10 Mbps
150 Mbps	20 Mbps
250 Mbps	20 Mbps
Up to 1GB	100Mnps

All speeds listed represent theoretical limits of the technology and are subject to fluctuations based on infrastructure conditions, distance, and congestion.

Connectivity includes:

Modem Rental	Included – next business day replacement of failed units
Internet Traffic	Unlimited (subject to our Fair Usage Policy)



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### Optional Services

#### Monitoring

Comwave can monitor Customer’s connectivity circuits 24x7 using Comwave Network Operations Center.

- A failure will only be identified after approximately five minutes after the circuit actually suffers a hard failure. A trouble ticket will then be automatically generated by our monitoring system. This information is available in the Comwave Customer Portal.
- If Customer has chosen to receive circuit failure alerts, the system will automatically email an alert for each trouble ticket created to the email address designated by Customer. Email alerts are not sent immediately, but are delayed because most outages self-resolve within 15 minutes; during daytime alerts are sent after 15 minutes, at night-time, after 30 minutes. If the site recovers before the email is sent, no alert is sent. However, the Trouble Ticket will be available for review in the portal at any time thereafter.
- Comwave’s technical support staff will initiate the troubleshooting process, and follow through as appropriate with any carriers until the problem is fully resolved. Tickets may also be opened by authorized Customer staff calling or emailing Comwave’s technical support department.

#### Failover Back-up

Comwave can provision an additional connectivity circuit or wireless 4G/LTE to act as a redundant circuit in the even the primary circuit fails. The flip from primary to failover is near real-time offering an unmatched network uptime. Additional hardware is required.

## 5. Standard Prices and Fees

Actual Customer pricing is set forth in Schedule C – Pricing and Initial Order, and may deviate from the standard rates and service terms set forth below. Taxes are extra.

The Standard Pricing set forth here shall apply to any items not explicitly set forth in Schedule C.

### **Monthly Recurring Charges**

The Monthly Recurring Charges (“MRC”) shown in Schedule C for the Services herein or any Optional Services apply to each circuit installed for Customer. Each circuit ordered under this agreement is independently subject to the Initial Term herein from the date of installation.

### **Dry Loop**

All DSL Services where a phone line is not available to Comwave to provision DSL service on to, shall incur an additional Dry Loop fee of \$12.00 per month.

### **Activation and Installation Charges**

Unless specifically stipulated otherwise each DSL or Cable circuit will incur a \$250 installation and \$75 activation fee. Additional charges may apply for remote locations or where an infrastructure custom build is required and a quotation will be provided to the Customer.

### **Service Change Fees**

Service Change	Fee
Order changes - Within 3 business days of order placement and not installed - Thereafter change Fee plus applicable installation fees	No Charge \$75

## 6. Service Responsibilities

### **Comwave Shall:**

- Provision a new connectivity local loop with a last mile carrier
- Inform the Customer of the services ordered and relay the activation date to the Customer
- Provide 24/7/365 email and toll free technical support
- Provided Hardware installed at Customer premises is under warranty Comwave will repair and/or replace the hardware that is determined by to be defective and not the subject of Customer misuse. Comwave will use commercially reasonable efforts to send replacement Hardware via next business day delivery. Model and specifications for the Hardware are subject to change



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without notice. Replacement of the Hardware is at the sole discretion of Comwave. The Hardware that is replaced must be returned to Comwave. If the Hardware is not returned within 20 business days, Comwave may charge for the full cost of the Hardware. Hardware that is not under warranty shall be replaced after Customer approved quotation.

### Customer Shall:

- Provide correct information about new service location. Information to include but is not limited to; Customer's existing phone line provider, building address including suite number as displayed on the phone provider's invoice.
- Provide a secure dry location for mounting the Hardware with power available.
- For DSL where Customer is not purchasing Dry Loop, Customer must make a regular business phone line available at the Customer Premise (note: this phone line is shared, i.e. it can continue to be used for regular voice service). Phone lines used for premise alarm monitoring and/or a PBX or Centrex system are not compatible with DSL and may not be used for this purpose. Customer shall pay all costs (installation, monthly recurring, and usage) associated with this phone line.
- Provide a jack for the phone line that is accessible and at a location appropriate for the CPE. Comwave strongly recommends that the CPE be less than six (6) feet from the phone jack. (see above regarding DSL Complete and Dedicated DSL)
- Be responsible for all premise internal wiring
- Be responsible for any long distance charges incurred through use of the provided dialup account.

## 7. Installation

### Onsite Installation

A Comwave authorized technician will visit the Customer premises at a time agreed to by the Customer, after the circuit has been provisioned. The technician will install the Hardware pursuant to the agreed design and test connectivity to Comwave's Network Operations Centre. The technician is not responsible for any other configurations when onsite, such as setting up workstations, POS and other equipment or software that are not supplied by Comwave Communications. If any additional tasks are required, a custom statement of work and quote is required. Scheduling is subject to availability of technicians and does not necessarily fall within the standard 7 – 10 business day service interval.

In order to provision Onsite Installation, Comwave requires the Customer acknowledge and meet the following criteria:

- Customer's staff must be aware a technician will be onsite, and provide access to the premise
- Staff at site must know where equipment (Hardware shipped by Comwave) is within the premise
- Comwave will request the name of the Customer's onsite contact and this individual must either be present for the installation or be available by telephone
- For troubleshooting and installation purposes the technician may need access to the main telephone panel. Without immediate access to this room, the technician might not be able to complete DSL installations and will require a subsequent visit to the Customer's premise. Customer shall be responsible for ensuring that the Comwave technician is granted timely access to the premise's telephone room.

These requirements are imposed to ensure that a technician need only be dispatched one time per location. Should Customer fail to meet these obligations Comwave reserves the right to charge Customer a Return Visit Fee of \$195. If Customer requests to reschedule the installation with less than two full business days advance notice, Comwave reserves the right to charge Customer a Schedule Change Fee of \$95.

## 8. Service Level Commitments

### Committed Speed

Comwave commits that it will provide service at the highest speed possible for the speed profile of the service chosen. The potential maximum data transfer rate attainable between the Customer premise and Comwave's Data Centre is between 80-85% of the listed circuit speed in Section 4, Service Specifications. Due to overhead on lower level protocols like DSL, ATM, Ethernet, IP, TCP actual speeds will vary and are not guaranteed. The highest speed possible will be determined by the specific city within the region, Customer premise's distance from the phone or cable company, the gauge and quality of the wires used throughout from the Customer to Comwave, and other factors beyond Comwave's direct control. Comwave does not guarantee throughput from the Internet to a personal computer and vice-versa, as actual throughput is highly dependent on external factors such as Internet congestion and protocol overhead.

### Failover

If Customer has elected to purchase a Wireless Failover; in the event of an outage on the primary high speed access connection, the LTE/4G/3G wireless failover will automatically engage to continue to provide service for essential transactions such as processing payment.



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### Mean Time to Repair "MTTR"

Comwave's target objective for service restoration following phone notification of an On-Net DSL Connectivity outage is 48 hours.

### Chronic Outages

Comwave commits that each On-Net DSL circuit will continue to function without Chronic Outages after its acceptance.

If an individual On-Net DSL circuit suffers from Chronic Outages, then Customer may cancel the individual Service without incurring the Early Termination penalty for that Service.

Chronic Outages shall be defined as five or more Service Interruptions, each lasting two hours or more, within any period of 30 consecutive calendar days. A Trouble Ticket must be opened for each Service Interruption while the interruption is occurring, and Customer must have someone present to provide reasonable assistance such as power cycling the CPE while the Comwave technicians attempt to resolve the problem. Customer must give notice of intent to cancel within 7 calendar days after the last Service Interruption. Comwave shall then have 30 calendar days to cure the problem. Comwave shall be deemed to be unable to cure the problem if there are more than two Service Interruptions of two hours or more each during the last 10 calendar days of the cure period.

### Modifications

Comwave reserves the right to modify any of the above Service Level Commitments with 30 days written notice. These modifications may apply both to new and existing circuits ordered under this Agreement. If such modifications materially reduce the future levels of committed Service Delivery for existing circuits, then Customer may cancel these circuits. Unless Customer provides notice of intent to cancel existing circuits within 30 days after written notice was issued by Comwave, Customer is deemed to have accepted the modifications for all circuits ordered under this Agreement.

## 9. Service Acceptance

The Services are deemed installed and accepted upon successful testing by Comwave technicians.