

## **Supplemental Circuit Terms and Conditions**

These **Supplemental Circuit Terms and Conditions** ("**Terms and Conditions**") is between **The Switch Enterprises, LLC** ("**THE SWITCH**") (formerly known as Beers Enterprises, LLC), a Delaware limited liability company with offices at 683 Main Street, Suite A-2, Osterville, MA 02655 and **Customer** and its Affiliates. A Customer means (i) any person or entity using services ("**Service(s)**") provided by THE SWITCH, or (ii) the Customer specified in any Service Schedule. THE SWITCH and Customer may each be referred to as a "**Party**" and together as the "**Parties**."

**Applicability.** These Terms and Conditions are applicable to any circuits provided to Customer by THE SWITCH.

**Definitions.** Any term not defined herein shall have the definition set forth in the applicable Master Service Agreement and/or Service Schedule.

1. Full implementation of Services is subject to availability of facilities and completion of installation and testing of fiber circuits by Customer and THE SWITCH's fiber carrier (the "**Carrier**").
2. Customer acknowledges that THE SWITCH is obtaining these facilities from THE SWITCH's Carrier and that implementation by Customer's Requested Start Date will be subject to Customer's provision of adequate lead time. THE SWITCH will seek the earliest possible implementation.
3. THE SWITCH is providing Service from Carrier demarcation point within the building at the Service address and it is the Customer's responsibility for any fiber or coax extension to desired Service location within the building.
4. Circuits provided by THE SWITCH are subject to the Carrier's special fiber service arrangement agreement (the "**Carrier Service Agreement**") entered into between THE SWITCH and Carrier. THE SWITCH and Customer recognize and acknowledge that THE SWITCH is obtaining local metro fiber optic service from the Carrier and will be subject to the Carrier Service Agreement. Accordingly, to the extent that the Carrier Service Agreement directly or indirectly concerns any fiber optic usage, the provision of circuits by THE SWITCH shall be subject to the Carrier Service Agreement and the rights or interest of Customer shall be no greater than the rights or interest of THE SWITCH under the Carrier Service Agreement. In the event that THE SWITCH's rights or interest under the Carrier Service Agreement shall be greater than the rights or interests of Customer, Customer is not entitled to any rights or interest greater than is expressly provided by THE SWITCH.
5. In the event that the duties and obligations of the Carrier and THE SWITCH change in such a manner as to materially and adversely affect the circuits provided to Customer by THE SWITCH and provided that Customer's accounts with THE SWITCH remain current, Customer shall have the right to terminate this Service Schedule without termination liability by providing written notice to THE SWITCH in accordance with the Master Service Agreement.
6. Except as otherwise set forth in a Service Schedule, at the end of each Service Term, all circuits provided by THE SWITCH shall automatically renew for successive one (1) year periods at THE SWITCH's then-current extension rates unless terminated by either Party by giving no less than thirty (30) days' written notice prior to the end of the Service Term. Notwithstanding the foregoing, automatic annual renewals shall not apply to any Service Term (i) containing a "Requested End Date", or (ii) which is specified on the Service Schedule as "Month-to-Month".