

## Section 1: Wavelength Terms and Conditions Supplement

### 1.1 Definitions.

- 1.1.1 DWDM - Dense Wavelength Division Multiplexing (“DWDM”) is the higher capacity version of Wavelength Division Multiplexing, which is a means of increasing the capacity of fiber-optic data transmission systems through the multiplexing of multiple wavelengths of light.
- 1.1.2 Customer’s location. A location specified by the Customer for the purposes of terminating network such as the Customer’s premises or the building where the off-premises extension terminates.
- 1.1.3 Demarcation Point. The point of physical separation of altafiber’s network, and associated responsibilities, from Customer’s network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for DWDM service presented by altafiber to Customer.

### 1.2 Services and Rates.

- 1.2.1 DWDM service will be provided as specified on the attached Services Agreement.
- 1.2.2 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to DWDM service prior to completion thereof, Customer will reimburse altafiber for the actual expenses incurred by altafiber in connection with such modification prior to altafiber’s receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- 1.2.3 Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on altafiber’s net income) imposed upon or relating to the provision or use of the products and services provided hereunder.
- 1.2.4 Any other regulated services not listed herein which are provided by altafiber to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff / service agreement. altafiber shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, “Legal Requirements”) in connection with the provision of the DWDM service.

### 1.3 Provisioning

- 1.3.1 altafiber will provision DWDM service in proper working order on altafiber’s side of the Demarcation Point by the agreed upon installation date. Customer will provide appropriate environmental conditions for altafiber’s customer premise equipment. Security Access to this space that houses the DWDM Service equipment must be restricted to authorized personnel only
- 1.3.2 DWDM will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair DWDM. altafiber reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. altafiber will attempt to notify the Customer in advance according to the attached DWDM Service Agreement.
- 1.3.3 If a major outage to altafiber’s network occurs, including DWDM, altafiber will use reasonable efforts to restore DWDM service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.
- 1.3.4 altafiber will furnish Customer with a telephone number, which Customer will use to report any trouble with DWDM.
- 1.3.5 Unless otherwise agreed in writing, altafiber will provide DWDM service for data transmission only.

### 1.4 Customer Obligations.

- 1.4.1 Customer will cause its electrical signals at the demarcation point to conform to applicable ANSI or IEEE standards. Customer shall furnish any additional equipment or facilities on Customer’s side of the demarcation point which are necessary to comply with such standards at its expense.

### 1.5 Reliability of DWDM Service.

- 1.5.1 Performance Standards of the DWDM Service are as follows:

1.5.1.1 *Definition of an outage - an outage would occur when an East and West route fail simultaneously.*

1.5.1.2 *Performance Expectations - 99.999% up-time*

1.5.1.3 *Response Time to Repair Failure - Mean time to respond 2 hours / Mean time to repair 4 hours*

1.5.2 FCC No. 35 shall set forth all other terms, conditions and service levels for Wavelength services provided under this Agreement.

## 1.6 **Title to Equipment and Facilities.**

1.6.1 All equipment and facilities used by altafiber in providing DWDM service hereunder will remain the sole property of altafiber, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the Parties with respect to specific equipment.

1.6.2 Upon disconnection of DWDM service, Customer agrees to allow altafiber reasonable access to its facility in order to recover altafiber-owned, customer edge equipment within thirty (30) days of the disconnection date. In the event Customer does not allow altafiber reasonable access to its facility within thirty (30) days of the disconnection date, Customer agrees to pay an “unclaimed equipment fee” equal to the amount of altafiber’s actual cost incurred for the customer edge equipment.

1.6.3 Customer will be asked to execute an Access Agreement and/or other formal right of entry document authorizing altafiber to enter the premises to install and maintain altafiber facilities relating to the provision of DWDM service. At all times, including but not limited to periods before and after installation, such facilities shall be owned by, exclusively, and shall remain the property of altafiber. The Access Agreement or other right of entry document shall continue in full force and effect until superseded by a subsequent agreement or other right of entry document. Upon Customer’s request, altafiber will provide an installation plan in recognition of considerations regarding aesthetics and space. Questions regarding Access Agreements or right of entry documents should be directed to [accessagreement@altafiber.com](mailto:accessagreement@altafiber.com).

## 1.7 **Termination Charges.**

1.8 In the event that DWDM service is terminated by Customer for convenience or for reasons other than altafiber’s breach of this Agreement prior to the expiration of the then-current Term, Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term.